Intimation.

EYE-SIGHT.

NOTICE

MR. N. LAZARUS, OCULIST-OPTICIAN, of LONDON and CALCUITA, may be consulted for SPECTACLES at the HONGKONG HOTEL (Room No. 139).

ONLY UNTIL SATURDAY.

Mr. LAZARUS supplies his SPECTACLES only after testing the sight.

ADVICE FREE. HONGKONG HOTEL

(Room No. 139). Hongkong, 5th December, 1896.

To-day's Advertisements.

ELITE SKATING RINK, DUDDELL STREET.

TO-NIGHT and EVERY EVENING BOXING' NIGHT GRAND MASQUERADE BALL, DANCING AT 10 hM.

Intending Competitors can give in their Names for the Ose Mile BICYCLE CONTES. Wait and Watch the date for the LIGHT WEIGHT CHAMPIONSHIP BOXING CONTEST for a Handsome SILVER CUP.

Admission on SATURDAY :- \$1,00.

The BAND of the WEST YORKSHIRE REGIMENT will be in attendance Nightly. SAM MARKS Proprietor.

Hongkong, 24th December, 1896.



REGULAR MEETING of the above LODGE will be held in the FREEMASONS HALL, Zetland Street, THIS EVENING, the 261 December, at 8 for 8.30 p.m. precisely. Visiting Brethren are cordially invited to attend.

Hongkong, 26th December, 1896.

IN accordance with Ordinance No. 6 of 1875, the Undermentioned BANKS will be CLOSED for the Transaction of Public Business on FRIDAY, the set January, 1897 :-For the CHARTERED BANK OF INDIA,

NEW YEAR HOLIDAY.

AUSTRALIA, AND CHINA, T. H. WHITEHEAD, Manager, Hongkong. For the HONGKONG & SHANGHAI BANKING CORPORATION,

Chief Monager BANK OF CHINA the NATIONAL GEO. W. F. PLAYFAIR,

Chief Manager. For the MERCANTILE BANK OF INDIA. J. W. R. TAYLOR,

Manager, Hongkong. For the BANQUE DE L'INDO-CHINE. Hongkong Agency, M. LACAZE,

Acting Manager. For the BANK OF CHINA & JAPAN, LIMITED, HONGKONG. CHANTREY INCHBALD,

Manager. For the YOROHAMA SPECIE BANK, LIMITED, NAO NABEKRA.

Hongkong, 26th December, 1806. THE CHINA MUTUAL STEAM NAVIGA-

TION COMPANY, LIMITED. NOTICE TO CONSIGNEES.

FROM GLASGOW, LIVERPOOL AND SINGAPORE.

THE Company's Steamship

"CHINGWO"

having arrived from the above Ports, Consignees of Cargo are hereby informed that their Goods are being landed at their risk into the Godowns of the Hongkong and Kowloon Whari and Godown Company, Kowloon, whence delivery may be obtained.

No Claims will be admitted after the Goods have left the Godowns, and all Claims must be sent in to the Office of the Undersigned before Noon on the 31st instant, or they will not be recognized.

All broken, chafed, and damaged Goods are to be left in the Godowns where they will be examined on THURSDAY, the 31st instant, at 3 P.M.

No Fire Insurance has been effected, and any Goods remaining in the Godowns after the 31st instant, will be subject to rent. Bills of Lading will be countersigned by HOLLIDAY, WISE & Co.,

Hongkong, 16th December, 1896.

DOUGLAS STRAMSHIP COMPANY, LIMITED.

FOR SWATOW, AMOY AND FOOCHOW THE Company's Steamship "AOMĀKI "

Captain Hall, will be despatched for the above Ports on TUESDAY, the 29th instant, at Daylight.

For Freight or Passage, apply to .. DOUGLAS LAPRAIK & Co... - General Managers, Hongkong, 26th December, 1896.

CHINA NAVIGATION COMPANY, LIMITED.

FOR SHANGHAI.

THE Company's Steamship "WUHU,"

Captain Benson, will be despatched as above on TUESDAY, the 29th instant, at 2 P.M. For Freight or Passage, apply to BUTTERFIELD & SWIRE,

Agents . Henginer sous December, 1896.

Intimations.

DAKIN, CRUICKSHANK & COMPANY, LIMITED, VICTORIA DISPENSARY, HONGKONG

ARRATED WATERS.

CIMPLE AERATED WATER. CODA WATER.

MINGER ALE

EMONADE

CARSAPARILLA

ASPBERRYADE, F&C.

DAKIN, CRUICKSHAME & Co.'s WATERS ATO made under the constant supervision of a duly qualified English Chemist and will bear comparison with the best English Manufactures.

Special terms to HOXELS, CLUBS, MESSES and other Large Consumers. Any complaints should be addressed to the

Manager. Hongkong, and May. TRot.

NOTICES TO CORRESPONDENTS.

It is requested that all communications relating to Subscriptions, Advertisements, Etc., be addressed to the "Manager, Houghout Telegraph" and not to the Editor. Letters on Editorial matters to be sent to "The Editor" at not to individual members of the staff. Communications intended for publication must be accompanied by the name and address of the witters, not necessarily for publication ; but as evidence of good faith.

Whilst the columns of the Hongkon Tricgradh will always be open for the fair discussion by correspondents of all questions affecting public interests, it must be distinctly understood that the Editor does not in any way hold himself responsible for colsions thus expressed. TO ADVERTUERS. Advertisers are requested to forward all actions intended in

sertion in that day's lesue not later than Three o'Clock so not to retard the early publication of the paper. Advertisements and Subscriptions which are not ordered for a fixed period will be continued until combanisated. The Honghoup Telegraph has the largest circulation of any English newspaper published in the Far East, and is therefore the best medium for Advertisers. Turns can be learnt on application. The Houghout Telegraph's number at the Telephone Cuntral Exchange is No. 2. Telegraphic advess 2-14 Telegraph,"

WATSON & CO., LIMITED

ESTABLISHED A.D. 1841.

TNES AND IRITS.

ALL these are selected by our London House, bought direct at first hand, imported in wood and bottled by ourselves, thus saving all intermediate profits, and enabling us to supply the best growths at MODERATE PRICES.

PRICE LISTS, with Full Details, to be had Application.

PORT after removal should be rested a month before use. When required for drinking at once it should be ordered to be decanted at the DISPENSARY before being sent out.

SHERRY.-Excellent Dioner and After Dinner Wines of very superior Vintages. All are true Xeres Wines.

CLARET,-Our Clarets, including the lowest Priced, are guaranteed to be the genuine product of the juice of the grape and are not artificially made from raisins and currents, as is generally the care with Cheap Wines.

BRANDY,-All our Brandy is guaranteed to be pure COGNAC, the difference in price being merely a question of age and vintage.

WHISKEY,-All our Whiskey, is of excellent quality and of greater sge than most brands in the market. The SCOTCH WHIREY marked "E" is universally popular, and is pronounced by the best local connoissaura to be superior to any other brand in the Hongkong market

We only guarantee our WINES and SPIRITS to be genuine when bought direct from us in the Colony or from our authorised Agents at the Coast Ports.

A. S. WATSON & CO., LD. THE HONGKONG DISPENSARY. Hanghang, 15th September, 1806.

BIRTHS. On the 24th Instant (Christman Evo), the wil of WILLIAM FARMER, of a daughter. On the 13th instant, at Brocce Hill, Bornec Wharf, Singapore, the wife of W. B. HAYPENDEN

On 12th instant, at Lee, Kent, the wife of E.V Carey, Selangor, of a daughter. At Yokohams, on the 21st instant, the wife o Harry J. Sharp, of a daughter.
At Shanghal, on the 21st instant, at No. 14.
Minghong Road, the wife of F. A. M. D'Almeida,

MARRIAGE. On the 19th Instant, at H.B.M.'s Commister General, Shanghal, by Sir Nicholas J. Hanner Consul-General, and afterwards at the Holy Trinity Cathedral, by the Rev. H. C. Hedges, M.A., Philip Alexander Harrington, eldest son of Alexander Chambers, of Leytonstone, Essex, England, to Margaret Mary (Maggle), eldest daughter of Edward Belbin, of Shanghai.

of a som.

At Shanghai, on the 20th instant, Alfred Davis, a native of Oldham, England, late of Ewo Cotton Mill, Shanghai; aged 30 years.
At Shanghai, on the 20th instant, P. M. Petersen, late pilot at Ningpo; aged 56 years.

HONGKOMG, SATURDAY, DECEMBER 26, 1896.

NOTES AND COMMENTS.

If the news published in our Extra yesterday morning should turn out to be 1427 true in substance and in fact, no more acceptable Christmas message has ever been presented to the community o Hongkong than that contained in our slip. The West River opened to trade after al these years of inquiry, of petition, of remonstrance would be, in itself, a great thing, and would give no slight impetus to the business of the coming year; but to have, in addition, the collection of lekin and the management of all the Customs stations and barriers throughout Kwangtung and Kwangsi transferred to the control of the Imperial Maritime Customs is almost too good to be believed, and yet it is so reasonable and so natural, after the experience the Imperial Government has had with the collection of the oplum lekin, that the only wonder is that the Tsungli Yamen has not overcome all local opposition and sanctioned it long ago. If Sir CLAUDE MACDONALD has been the compelling power in bringing the Chinese Government to make this important concession to foreign ideas and its own best interests he has done enough already to immortalise his name in the history of our commercial relations with China. The drawback to the promise that the West River would sconer or later be opened in its entire length to foreign trade has been the fear that the local authorities would, in practice, neutralize all the advantages to be obtained from the extended contact area by interposing more barriers, more and heavier duties, more and more useless regulations and restrictions than before, and that the opening of the river and of the districts served by it to trade would be more nominal than real. We congratulate the Chamber of Commerce of Hongkong on the final result of its labours, now Mr. Murray Griffith's Sombar, by Bonnet extending over a very long period, for the opening of this important thoroughfare. It must have been some time in the sixties that Michael Moss explored the river under

We have no reason to doubt the authenticity of the news we published yesterday and reproduce in this issue. The official intimation of the facts may be delayed a little, but they are facts we feel assured from the position and character of our informant. We hope to be able soon to announce that the cession of a portion of the opposite mainland to Hongkong, although much more difficult attainment, has become un fait accompli. English influence will shortly dominate throughout the southern provinces of China, and the threatened French invasion from the south will come to nothing. With the West River open to trade throughout its length, and Customs work in honest and intelligent hands, the trade through Tonkin and the Red River valley will become wholly worthless. It has only attained its present position—no great thing after all -because of the wrongheadness of the Imperial and local authorities in throwing every obstacle in the way of free intercourse from the sea, when they ought to have opened all their gates and thrown down all their barriers to welcome it. English influence will permeate South China for China's good. French influence, French effort would be solely for French interests and to the exclusive profit of Frenchmen. We do not say that our traders, will not make handsome profits for themselves. They will; but in so doing they will at the same time strengthen and benefit China, not injure and weaken her as her more southern neighbour would certainly do.

the auspices of the Chamber.

Mr. E. JERONE DYER addressed the Royal Colonial Institute on the 17th ultimo on the subject of the colony of Victoria and its industries. He describes it as the "Farm Garden of Australia," the product of the commingling of the warm air and waters of the Tropics with the more invigorating but colder winds from the frigid south, where stock need no shelter in the winter and winter clothing may be worn in the summer. He treats of its mineral wealth as accidental and temporary. He questions its ability at any time to cut a figure as a manufacturing centre, He thinks that none of the Australian colonies will ever equal England or Germany in the products of the loom or of the steam hammer, and least of all Victoria. It is essentially a pastoral land—the home. of vineculture, horticulture, and dairying. It has done great things in this direction already, and yet only the fringe of its territory has been exploited and there is the Rallang Road, Singapore, on the 19th (a Tonly a handful of inhabitante compared | petent

with the Immense masses it can well support: If it has endeavoured to push on a little too fast and exceeded the limits of | England. moderation, it has been punished by the crash of 1893 and by the harsh criticism It has been exposed to on all sides Individual interests suffered, but the crisis has only been productive of incalculable good to the country as a whole. W publish portions of Mr. Dyxx's lecture in another part of this issue.

TELEGRAMS

(Special to Hongkong Telegraph.) OPENING OF THE WEST RIVER.

AGREEMENT SIGNED IN PEKING, LEKIN STATIONS ABOLISHED.

Pranto, December 24th. An Agreement between the Chinese Government and the Western Powers having for its object the opening of Wuchowfu (Samsui district) and Hokow on the West River (Sikiang), to, foreign commerce has been signed by the Tsung! Yamen and duly endorsed with the seal of

the Privy Council. It is provided in the Agreement that the collection of all Lekin charges shall be transferred from the local authorities throughout the two Kwang provinces to the Imperial Maritime Customs, and will be henceforth reckoned as part and parcel of the duties payable to the Customs under the treaties.

REUTER'S MESSAGES.

SPAIN AND THE UNITED STATES. LONDON, December agrd. The Spanish Cabinet has decided not to reply to President Cleveland's message through diplomatic channels.

TURKEY AND THE POWERS. The Powers, Including Russia, have agreed in principle to coercive measures in the event of the

Sultan refusing to yield to their demands. THE GERMAN COMMERCIAL MISSION The Times correspondent at Berlin states that the German commercial mission to China

and Japan has been forbidden to arrange personal business relations with native firms. (Special to the Astan.) RESULT OF THE MANCHESTER

HANDICAP. The Manchester November Handicap of 1,500 sows.; winner (selling races excepted) after the weights are declared 51bs., twice or once of too sove, rolbs, extra; the second to receive 100 soys, out of the plate.: entrance t sows, the only liability if declared, to sows, is addition, if not then struck out, or 25 soys, for starters. Cup Course, one mile and six

farlongs. LONDON, November 18th. Mr. W. M. G. Singer's ch c TELESCOPE, by Mr. J. C. Suillyan's ch c WINKFIELD'S PRIDE -Winkfield, -Alimonysyrs, -T. Cannon : Rouge-Mans, 3yrsJones

Capt. E. Loder's b c STARLIGHT III, by Castlereagh—Pink Domino, 5yrs..... Mr. A. F. Besset's br c DINNA FORGET, by Loved One-Barometer, 4yrs...... O

Mr. J. Wallace's b c SPOOK, by Oberon-Lady Lothian, 3yrs Mr. A. E. Calvert's ch f CHIT CHAT, by May Mr. C. J. Blake's ch c Bowling, by Torpedo.

Eline. 6775..................... Mr. T. K. Barnes' ch g SWALEDALE, by Esterling-Cophic, 6775. Mr. J. de Soukosanelles's bi EPICHARIS, by Mr. Theobald's b c PHCEBUS APOLLO, by St.

Simon-Polyacsia, 3yrs 0 Mr. C. Hibbert's b SWEET ANNE PAGE by Chitabob-Lady Anne, 4773...... Mr. H. T. Berclay's b c DUNROBIN, by Hampton-Helen Agnes, 3yrs (....... Mr. A. Bailey's b c DUMBELL, by Barcaldine-

BETTING: Sevens Telescope, 5 to 4 against Winkfield's Fride, 25 to 1 Sombre, 3 to 1 Chill Won by three lengths; three-quarters of a length to tween second and third. The second in this race (Wingheld's Pride)

Time Bell, 3yrs 0

won the Cambridgahire in a cantar. (From Fapanese Papers.) THE PLAGUE IN FORMOSA. SHIMOROSEKI, December 10th.

It is reported here that the black plague ha been totally exterminated in Formosa.

(From Bangkon Observer.) GREAT BRITAIN AND THE TRANSVAAL LONDON, December 14th.

President Krüger, in closing the Volksraad, stated that the Transvaul Government desired only to act on the defensive, and never ageressively, so as to preserve friendly relations with Great Britain in love and peace. VENEZUELA.

zuela to the agreement with Great Britain, but the President and the Government approve of it. (From Rangoon Times.)

THE PLAGUE IN INDIA. CALCUITA, Docember 8th. The plague report from Bombay for the last forty-eight hours gives seventy-one fresh cases and fifty-six deaths.

LOCAL AND GENERAL.

SHOKING Concert at the Theatre Royal at 9 P.M. THE Mexican cruises Zarogosa left here to-day for Singapore.

HARMSTON'S Circus is now in Calcutta doing a rosiler business. THE permanent-way of the Trans-Siberian Rall.

way has now been laid over 5,250 miles. A CARE of cholers was reported from a house on

By the sten see Palannah Man Daymuster Matand is invalide from the squadron ten to-day to: | ago, ale. Chiral (Lighte congruendent) parend

THE next meeting of the Legislative Council has person of Mr. Archibald R. Colquboun has been further postponed till 3 p.m. on Monday,

the Customs' Service are transferred from Tiantein to South Chish. -A SMOKING concert will be held on board H.M.

Immortaliti this evening. Last night som

MESSES, Pollock, Scott, Griese, and Hausen o

nice carel singing was heard on board the Victor Emanuel. In Russian official circles it is believed that unbroken rallway communication will exist

between St Petersburg and Vladivostock by the

first day of the 20th century. AT Delaware, the capital of the State of

made by prominent civilians.

SAYS the Asian, re the race for the Viceroy's Cup :-- We hear that a new jockey is coming out from home for Pattale, who is expected down n Calcutta by the 7th instant.

... WE publish in exiense in a supplement this issue the judgment delivered by His Lord ship the Chief Justice in the Supreme Court on the 21st instant in the great Bank case.

THE Mission steam-launch Day Spring will call alongside any vessel hoisting the answering pennant, between o and 10.30 a.m. on Sunday, to convey men ashore to the 11 o'clock service, returning about 12.30 p.m.

WE read in Indian Engineering that Alexander Mackensle has pronounced the approsching famine as likely to be the severest of the century, and we are afraid, says the Hindu for the Pelyang Navy and a similar first for the Pairtot, he cannot be far wreng:

THE Banque de l'Indo-Chine has decided, at the request of the Government, to open a branch at Bangkok, where French interests in the banking world, it is pointed out, have not bitherto been represented. The new branch will commence business on the 1st proxime.

THE Band of the West York Regiment will pla the following programme at the Officers' Mess

to-morrow, commencing at 12 30. p.m. z. Overture.......... "Rny Blas" Mandelssohn. r. SchlummeriledSchumann, 3. Cantique de NoalAdem.

shortly return to England, having been recalled, I swiftly borne along by the rushing stream, and and that as soon as he leaves Mr. F. H. May, seeing the lad's peril Sergeant Worsfold boldly the Chief of Police, will be called upon to per- plunged in. In another moment man and boy form double duty, continuing the control of the were carried over the head of the fall and thrown Police and acting Superintendent of the Gaol, on to the rocks below. Stunned at first by the vice Captain Lethbridge.

SAYS the North China Dally News of 21st inst:-It should be explained that though the crew of the Chinese steamer Ningchow, at Hong. kong, have been paid off by the Imperial Maritime Customs, the vessel is still in the hands of Messrs Bennertz & Co., and is in charge of a -captain appointed by them.

in India. A resolution was passed strongly pro- again an ordinary into testing against the establishment of such an in- also understood stitute, and requesting the Government to abandon the idea.

THE Saturday Review notes with great pleasure that Lord Dufferin agrees with Lord an improved Rus. Salisbury, and Sir Charles Dilke with both of this station) is prethem; that our proper policy is a good under. the Russian Pacific and the Russ standing with Russia. Lord Salisbury's words | goes 22 knots to the average on Catego 2,236 at the Lord Mayor's banquet were that "It is a lone of coal to the later to the later to the superstition of an antiquated diplomacy that power of 25,000 agul, there is any necessary antegonism between Russia and Great Britain."

A Transmit correspondent says :-- Mr. Wilkinson from Canton replaces Mr. Sundius, transferred to Hankow, as our Vice-Consul. We are to have a third man here, and extra assistance in I been worked by Chosene with the Charles are a site, the native staff, unmistakable signs of the though appliance: and establish terms general prosperity of the port. Mr. Bristow. retires in March or April, and speculation is of thorough ventilation profession without and course rile on the interesting subject of his when water gained by a life of the successor. The names of Messrs. Warren and of pumping machines Scott are most freely mentioned.

Strong popular opposition is shown in Vene- Orre suicide and one attempted suicide in hours is a pretty "tall" record even for Victoria Goal. Such, however, is the truth as fax as we | and troublesome from toll of portou and gentlis. have been able to ascertain it. The prisoner who committed suicide was a woman who did near, it was no worker the Committee of the commi the trick with her helr, which she tied round her mothing of it. The distriction well the neck and hitched to the bars of the door of her mine for eighteer receive can seem burge coll. The other case was that of a man who amounts on the enternion. They for no that tried to swing himself from Time into Eternity | the prevailing interests and the back strice with his guene, but was cut down by a waster of the roads made inc. so verance of the nexts. just in the nick of time.

> correctness of a speech he was reported to have I is held to favour the remaining onlydelivered at Whitehaven, in which he made price at Nganson, in the newly accorded Mesome interesting statements with regard to the kong region mines have structed many pro-German Emperor's famous telegram to President | spectors, one of whom, weaver, by net. of the Kreger, says the only statement for which he has | the other, day, to a miss while end through the Emperor's authority is that, when sending the murder at the hard of his own secretar. He tologram, nothing was further from his Majesty's was of an initable fourer, and his anground mind than the intention to express anything that the murderers took his like cut of revenge antagonistic to Rogland, or that was capable of for Ill, treatment. Meanger set out to the employ operating the construction put spon is by the of a Syndicate which has its eye on come pro-Lacion Proof at the time

William of bow? Loughbron hundred years through Shanghal an route to Peking, and now we hear that another celebrated journalist in the turned up in the Far East, having passed through Shanghal on the 18th in company with Mr. G. Detring.

THE cricket match between the Hongkong C. C. and Army and Navy, commenced yesterday was resumed to-day. The United Service team went to the wickets first and by neen to-day, had put up a total of 221 runs, the extras contributing 21. Lieut. Howard, W. Y., made 27, Surgeon-Major Johnston 35, Lieut. Perry-Upcough 45, all playing fine cricket. Messrs Hancock, Sercombe-Smith and Gillingham were the Club's most effective

IT is reported that a new paper, to be called the Nagazaki Times, will be published in Nagazaki on January 1st, several local capitalists backing that up the new venture. While at "the village by the name, the other day, a body of militis burned the sea " we (Boxie of the Carle) heard rumours of Spanish flag. Violent (speeches were also such a venture being made, but in a community of the size of Nagazaki one paper will certainly be all it can support, so it will be a case of the survival of the filtest. From a correspondent we (the Curto) also bear that Editor Morphy propores to commence a libel suit against the proprietor of the Rising Sun and Shipping Gazette, owing to faulty proof reading on the part of the Editor which caused the proprietor to issue a new edition in which he harshly criticised the Editor. Nagasaki is getting to be quite a metropolis to be able to have two papers and a libel suit at one and the same time.

> IT is reported from Tientsin that the Chinese Government have ordered, in all, some cleven armoured cruisers and torpedo destroyers, through two German firms, and that It is intended to order four more very large cruisers next spring. The programme, as at present constituted, is to ressess a fisct of armoured cruisers, steel protected cruisers and torgedo destroyers, amounting to some twenty ships in all, Nanyang fleet. There will be a separate fleet for the Southern littoral including Kuangtung, but owing to the shallowness of the harbours the new fleet will be mainly composed of light draught cruisers and torpedo destroyers. To effect this the North China Daily News avers that an auxiliary fund is being formed by the imposition of additional likin throughout the empire.

AT a picnic recently given by the Sergeants of the Royal Artillery at Meerut an accident occurred, which, but for the presence of mind and gallantry of Sergeant Worsfold, 34th F. B. R.A., might have resulted fatally. The picule party had gone to view the falls over the loch at Bhola Water-works, and while disporting themselves thereabouts one of their number, a little boy, fell T is rumoured that Captain Lethbridge will into the water just above the fall. He was shock, Sergeant Worsfold quickly recovered himself and made another attempt to secure the boy, this time successfully, and the two were assisted out of the water. The boy was little the worse for his adventure, but Sergeant Worsfold had a nasty cut on his head.

WE hear on what we believe to be good authority that, in spite of a statement to the contrary, H.M.S. Renown will come out to the China Station in 1897 as flagship. The A CROWDED public meeting was held on Contuston does not return to England in April November 30th at Bombay under the auspices of | but will be recommissioned at Hongkong with a the Indian Anti-Vivisection Society. Dr. Bhal- new crew, and on the Renoun's arrival later in chandrs, who presided, declared in an elaborate | the year will take over from H.M.S. Grafion the speech that a Pasteur Institute was not required | duties of second flagship, the Grafion becoming

perhaps the Terrible. the other, comes This is in order to view of the fact th. main armament in the states of fact beingert. guns, while that of the Proposition the control of

AT Nganson, in Practice affections of the shortly, be put up to with large. Indeed. When mining wast, of dieta tout Two Frenchmen named bad and a Med union then took the mine in the 2007. These found the shalls sund be to a name and and inconvenient, and the work graced menthome

guns. In the number of graduations also all the

ship has the advantages - Wage posts From Frage.

tors. So, though has taken wes to present thebesary machinery impositables from positors have changed very much for the better, and the LORD Lonsdale, replying to an inquiry as to the making of a military to an include an inquiry as to the

mislag tin mines in the grayer.

Saver the "Top" by slaves does not Preserve Francis Language of ada hingely take English That is a noticed by the throat is there is a first

very easy for Britain to spare the necessary number of prize crews to take the new ships into British posts, when the occasion comes. Eight millions is a lot of money to spend that way, but still, as that doesn't mean looking at Alsace-Lorraine, Germany must be, so far, relieved.

ACCORDING to a report brought by the N. Y. K steamer Sagami-mars from Vladivostock on the 10th inst, to Taketa Shoten, a tea firm at Saksmachi, Kobe, the brick tea imported from China into Russia yearly amounts to some 50,000,000 cattles, about 0,000,000 yen in value, while the quantity of the same tex experted from Japan to Russia is no more than about 20,000,000 cattles, which are all shipped by Taketa Shoten. Over 7,000,000 cattles of the brick tea imported from China are consumed at Viadivostock and in the Amoy district, the rest being sold in the interior of Russia. The demand for brick ten continues to increase in Russia. It is, says the Kobs Chronicle, not thought very difficult to oust the Chinese ten out of the Russian markets if the Tapaneso make the effort.

of the Army and Navy at the St. Andrew's Dinner at Hatton, Caylon, said:-There was less to say the big galleys with their great believe, Mr. Felton, the Steward, was chiefly attention was given to our Army and Navy than at the present moment, and very rightly and necessarily so. We have no monopoly of valour. occasion. We find that there are other nations as valorous as ourselves. We must keep pace with them in our scientific equipment and in the general efficiency of our Army and Navy. When I look back on the year that is now closing, the three most gallant deeds, at all events the three that have attracted my attention, must show we have no monopoly of valour. First there was that bold, if perhaps misguided raid-led by a Scotsman-to try to upset the miserable Government of a South African State. Then, gentlemen, next was that gallant Italian General, in the face of defeat with his face to the enemy, defying them to save his honour. Then we have had the example of those German sallers on their warship, going to their doom, cheering for their Emperor, and that, too, in cold blood.

SHOULD the Cuban Insurrection last much longer, Spain would not lose much by quitting hold of the island. A statistical table given by the Manthester Guardian very clearly shows how enormous are the losses to the planters and others. Taking sugar alone, the exportation from Cubs to the United States has fallen off by twothirds up to last August, and has now ceased very much to the advantage of the British East and West Indies and other sugar producing countries. All of these have gained largely ; an illustration of the saying about an ill wind. But the "Pearl of the Antilles" will not find much consolation in that; even if the war ended at once, it would be a long time before the devastated plantations recovered their former producing power. It is the same in the case of tobacco. Owing to exceptionally large stocks being it hand, the market for Havanna cigars has not yet begun to "boom." But experts in the trade predict that in another two years there will be such dearth as will place prime Havannaha beyond the reach of all except the very wealthy With these two staple industries ruleed almost past mending, the Globs (London) says the termination of the rebellion must endow Spain, already hovering on the brink of bankruptcy, with a verliable white elephant. For a long time afterwards she would have to maintain an army of occupation to prevent another rising, and as revenue receipts would of necessity be next to nothing, the Madrid Treasury would have to find the money. In the presence of this dismal prospect, the Spanish people would do well to consider the question whether Cuba is worth " in they should use all posaplishing its pacification

or conquest.

ruth quotes the following friend on the Armenian ssin undertakes to look of the Christians in Minor she must have at this mission is underapproval of Europe, A us are placed under the est Powers; Englandhas with Turkey guaranteeing, Paris Congress that met .r the Russian vessels of enter the Mediterranean I have no doubt that the ast new in accord with Mr. English policy towards ans cannot forget what when we had sacrificed mancipate Christians in a treaty with that Power eway the Configuration facedonis, and over that perilen of a significant in which the Armenians making saiding man o her Black Ses fiset profess to a right by free exits and centry was that headhern have. Po As regards this latter againt, the state in a subjection to all the other. Mountain the Charles time right of exit and entry to the energy and the would agree that no versal' or buse of any Power in this, without the assent much Cobots sauch a latween Gallipoli and the "Misch "-a longer town the time required to effect the subspice i have reason to believe her an Conference Fower is opposed to the above areasymptote is hat says England ! If also ware to agence, you may sest assured that the Astername and the Macedonian Christians would be a cafesy and be kale, in life and property. Ho long as she done not assent, you, will never perguades so world that your Armenian agitations are anything more to the a more flesh in the pant. at that you are not deter nined, as herstolers, to caditional but file contained policy.

The British blue acket has always been noted for the whole-hearted manner in which he takes his pleasure, and a visit paid to the old Victor yesterday bore ample proof of this. Thanks to the kindness of Commodore S. C. Holland A.D.C., Captain Taylor, and the other officers, al hands were enabled to spend Christmas Day in right good old style and one could well understand the pleasing reference to the old ship herself as a home, that were yesterday heard on all sides,

Easly on Christmas Eve the work of decorating began and flowers, flags, and coloured paper fairly littered the lower deck. Bluejackets, marines and petty officers vied with each other in making their mess table smart and pretty and no end of trouble was taken to do the thing properly. A Telegraph man had a look round on Thursday when all hands were hard at work and he saw a pleasing sight indeed. Here were men writing mottoes: the effects of transparencies, and a couple of THE Hon. T. N. Christle, in proposing the tosst discussing the serious question whether a paper enjoyment of the many visitors present, who shield should have a blue or yellow ground. Need- greatly admired the decorations for which, we eve, cooking the good things, roast beef, turkeys and plum suddings that are incidental to the

> was seen at her best. At each mess table was evidenced all that taste that Jack and shipmates -thomsrines-sresowell able to display. Shields with time-honoured legands like "Sweethearts and Wives," "Absent comrader," the teason's greatings, were visible on all hands: Flags hung in graceful festoons from the beams overhead and at the head of several tables were prettily desiged ship's masts, rigged in flowers and flags, with pictures of sailors manning the yards. The sick bay, too, had its share of kindly attention. A big Geneva cross was a feature of the decorations here and a figure of Father Christmas had a prominent place on the table. The poor invalids, too, had their walls and fittings bilghtly decked out and thanks to their thoughtfol car etaker, Chief Sick Bay Steward, the pleasures of the festive season were made something more for them than a mere hollow formality. The Marines fairly spread themselves for the occasion and Sergeant-Major Williams was amply credited by the way in which the amphibans acquitted themselves The honoused legend " Per Mare el Terram had a conspicuous place, and the tectotal members of the crew adorned the water tank with a white shield, greenedged and goldlettered wishing "Success to Temperance" Generally the fout ensemble was very effective and speaks volumes for what our gallant fellows i the navy can do in the way of " dressing ship " on board.

At 10 a.m. the usual Christmas service was

held on board, the Ray, M. Gace efficiating,

There was a large attendance from all the ships men sang with pleasing apirit the good old Christmas hymns "While Shenherds watched." "Come all 'ye falthful," and "Hark, the Herald Angels Sing," Amongst those at the service were officers and men from the Humber, Swift, Hart, and Handy. At II a.m. the order was passed to "make ready for Commodore's inspection," and, to use a vulgar but striking phrase, all hands " bucked up " capitally. Commodore Holland on his visit was accompanied by Mrs. Holland, the Misses and Master Holland, Captain Taylor, Lieut. Plumer, Mr. Lawford (Commodore's secretary), Lieut. Pryce. Brown, R.M.L.I., Fleet Paymaster Whitfeld Mr. Bolton (clerk), and other officers. The marines had a miniature battery rigged and fired Commodore's salutes as the party entered and left the quarters, and cheers were given that spoke well for the popularity of the Victor's officers. The sick bay was also visited and the kindly words and goods wishes given the invalids were warmly appreciated. The chier petty officers' mess was adorned with excellent tests and the transparency showing "Sweet hearts and Wives " had a very pretty effect when lighed up and the rest of the place darkened. Chief Boatswains Mate Standinge and Messra Abel (chief writer), B. Greet, and Harter and their comrades laid themselves put to de honour of Armenia; whilst by a | to the occasion, and they did so in a style most creditable (to the ship, the service, and themselves. The Chinese members of the crew entered into the spirit of the celebration and worked "double tides," in order to have 'a little extra leave when their New Year festivities take place. After dinner and washing-up, beer and lemonade were used for toasting purposes and this. Hice all else, was done as only British bluejschets can do it.

It may be mentioned that the marines have a ared good government to I clever caricaturist in their company and some ere, like the Bulgarians, of his smart little pictures were used with good 'ill England agree that I effect in the decorations.

ted with a Protectorate Altogether, the people on the Victor form quite a happy family, and there is no fear of our sea whether they have to do duty on board a big battleship or a tiny "destroyer."

> OTHER SHIPS. The Rumber, Centurion, Swift, Immortalite and other wasships all made a display of Christmas finery according to their accommodation and every truck and yard-arm was decorated with follage. The little "destroyers," despite the short time at their disposal, dressed ship, and, lacking spars, the top sides were hung with pretty festoons of Jack calls "green stuff," all the discomforts of he voyage out for the time being gally relegated

40 多数的 医克里克斯氏管 15 mm in good style at their berracks last night and he usual sessouable convivialities, were some descripted with figgs, Chinese landers for.

o the limbo of things forgotten.

AT THE CENTRAL POLICE STATION. The members of the Central Police station mess celebrated Chilstmas day by a quadrillo party in the Control Inst. night. The mesa goom was devoted to dancing and was fairly crowded with the officers, their wives, and friends. Of course the place was decorated in real Christmas style and the specious balcony curtained with flags made a pleasant resort for smokers. Capital music was supplied and the bagpipes were also played at intervals by sorgeant Pickford. Ample provision was made in the way of refreshments and Mr. Wright and his aides deserve all praise for the manner in which they looked after the comfort of their guests. The party was voted a complete success and our gallant men in blue show that they can dispense hospitality quite as ably as they look after the place and salety of Her Mejesty's police stations. The Hongkong Telegraph reciprocate's the Central's kindly greating and wishes the Force the compliments of the season.

AT THE CIVIL HOSPITAL

A very agreeable concert was given at the others making festoons of foliage; others trying | Civil Hospital yesterday afternoon for the benefit of the patients. An excellent programme captions gentlemen, in red coats, were earnestly was gone through in faultiess style much to the

SEAMENS! CLUB. The Seamens' Club on Praya East was thronged with scafaring people all day. The music and singing was capital, the fon immense It was yesterday, however, that the old ship and the decorations very effective.

> THE REBELLION IN THE PHILIPPINES.

> > (From a Correspondent.)

There are now 16,000 Spanish troops in an around Manila; 10,000 more will embank from Spain during December; two troopships are on the way; and, by the end of January, it is expected that there will be a force of 30,000 European soldiers at the disposal of the Government. These with the Indian soldiers will give | course and we hear reports of the difficulties in a total force of from 45,000 to 50,000 fighting men. During the last three weeks, outbreaks have occurred in provinces hitherto loyal. Cavita Is still the head centre of the insurrection, and it is estimated that there and in the adjacent provinces there are at least 50,000 rebels. Very severe fighting took place during November with heavy loss to the rebels; the Government troops also suffered severely on several occasions in storming the enemy's forts. This was close to Manila. The latest information is that, in view of fresh outbreaks which have taken place in the provinces north of Manila, nearly all the troops have been withdrawn from Cavita and concentrated in Manila, which practically means that active operations in Cavite have been abandoned for the present. This will greatly strengthen the rebels' position there and rander their final dislodgement more difficult than ever. A new conspiracy has been discovered in Vigan, province of Ilocos, in the north, which was to and with Lieut. Psyce-Brown at the organ the rise on 23rd of December, when the rebels were expected to be in possession of arms. It was I divulged by a native priest and the ringleaders captured. This plainly shows that the severe measures taken to suppress the robollion have not had the slightest deterrent effect. The whole country seems honeycombed with sedition, and the optimistic views held by many as to the prompt suppression of the insurrection can no longer be entertained. Netwithstanding the -large number of troops at the disposal of the Government, the rebel cause seems to be as

powerful and as flourishing as ever. A strong committee 'representing the British community has been formed in Manila with the object of "considering means to be adopted in the interest of the community should special occasion arise."

About the 21st November a rallway train near Pampanga was wrecked, and the passengers injured and taken prisoners by a rebel band. The Government troops alterwards attacked the robels and released most of the prisoners. It is most difficult for the Government troops obtain any profitable victory, as the rebels, when attacked, simply disperse and meet again somewhere else.—Straffs Times.

EVENTS IN MINDAMAO.

On the 4th instant, letters from Mindanao reported fresh troubles with the Mahemmedan Malays there, on the Spanish garrisons in that quarter being weakened by the despatch of reinforcements to Maulia. On the 12th November, as a convoy was on the way, eighly of the Moros, as these islanders are termed, dashed upon the escort sword in hand. The combat resulted in one soldler being killed and three wounded. Of the enemy three were killed and twenty-three wounded. The Spanish troops, now few in number, have enough to do to keep the Moros off and constant vigilance has to be exercised.

AFFAIRE IN PALAWAM. In the outlying island of Palawan a rebal plot has been frustrated in time. There the Spalards have several scitlements and some scattered garrisons. The conspirators had intended to massacre all the Spaniards there and overturn Spanish dominion in that quarter. The Governor had but lew forces, and sent to Socioo help. From there a man-of-war came to his aid Upon this a court-martial sat to try the leading conspirators, twenty-three in number, many of prestign suffering with such gallant fellows, whom were soldiers. Five of them were shot on the 26th November. On the execution ground the troops formed a square, and the conspirators were shot kneeling. The other conspirators were sentenced to life-long imprisonment and shorter terms to gaol.

THE NEW GOVERNOR-GENERAL.

Lieut -General Camilo Polavieja y del Castillo. Governor-General of the Philippines Islands, is in his fifty-eighth year, and has been in the army | nutlook, for it is an essentially sale industry in since 1848, his first experience of active pervice being gained as a subaltern under O'Donnell in | prospects of its agricultural industries that the campaign of 1860 in Morocco. Fifteen years later he distinguished himself in the Carlist War, which gained for him to succession | of them to-day, netvillistanding the recent the grades of Brigadier and Major-General : I speculative reverses which brought upon and he also took past in quelling the first ment- I them so many well days three wears ago. rection in Cubs. He was promoted to his present | But the people of Victoria are not welfish, rank in June, 1880, has recently served as I and if their kindred across the sea do Odartermaster-General of the Army, and is I not accept their invitation to share the blessings The Royal Roginsers celebrated Christmas I decorated with the Orders of the Crown of Italy, I of pletty which this bright land affords them. the Grand Crosses of San Hermanoglide and I they keps that the warle and healthful products Isabel, la Catolica, and the Order of Military of Australia's "Sarm-garden " may continue the first second to the second to the second the beauty and comfort to the first of your into with gusto. The balconies were positily totion of Campos and Weyler, he is known as a the bedies of their fellow Beltone, whose let in most especie and energic effect.

LI HUNG-CHANG.

WHY HE DETRING HAS INTURNED TO CHINA. Shangle, December and. The return to China of Mr. Datring, which we noted bilefly yesterday, it, we believe, principally connected with Li Huspchang's embassy to Europe that is to say, Mr. Detring, who was a close seviser of Ls in Europe, is desirous of settling gome outstandings of the tour, and meeting the vex-Viceror. From time to time statements have been published credition Mr. Detaing with the most diverse intentions in this country. One fol the latest and most circumstantial was the constitution of a powerful Bank in Chia, but, on the best authority, we are assured that the report is incorrect. Mr. Detring's present visit is of the maine we have indicated at the commencement of this article, and is not likely to be prolonged with the opening of the northern ports to navigation. As soon as possible he will start for Chefoo, and then will travel Tients in re-opens after the winter he hopes to be of the tome leave to which he is entitled.

intimately acquainted with Li's journey naturally | of enthusiasm. Trainight Square was thronged revives interest in it, and speculation as to what | from end to end by dense crowds the whole day it may bring about. Some people appear to | and on several succeeding days, and in the words regard it as a disappointment, in view of the of the Police authorities, who were on duty treatment Li has lately received at the hands of | during the day, "Nothing like it has been since his Imperial Master, but there is good reason for the Jubilee." his courage and sincerity. But how are convic- Estimates for the coming year shall be adequate | both days inclusive. tions to be translated into actions? We believe to our needs. that II was strongly ured to at once retire into private life upon his return to China, and to set recording the result of his experience and embodying a detailed plan of suggestions for reform. This would have been presented to the Imperor in the lores of a memorial. and mosequently have reached the people of Chins. Li's name would have invested such a work with patticular authority and influence over his countrymen, and would have created such an opinion that reform along wise and statesmanlike lises would have come. not puhaps immediately, but sooner than many might suppose. Li would thus have avoided the imputation of salf-interest which every active reformer lays himself open to, and would have had the patriotic gratification of standing saids. but yet seeing his measures carried through by other men. Li, however, has not yet adopted this which he is involved. It is, however, certain that he is by no means the "extinct volcano some would occasionally have us believe, and that the position of affairs regarding China is just now especially interesting, and important .- N. C. Daily News.

THE COLONY OF VICTORIA. BY E. JEROME DYER.

The following are abstracts of a paper read by Mr. E. Jerome Dyer at a meeting of the Royal Colonial Institute hold to London on the

17th November, Sir Westby B. Perceval, K.C.M.G., in the chair:-The loss to Melbourne of 40,000 of its population who went back to the land, and the retrenchment of 1,106 employ/s in the public service, reducing the innual expenditure under this head by £190,178 per annum since 1804, are amongst the chief of these. It is also pointed out that, since 1880 up to 1893, and for many years prewigus to 1880, imports were each year greatly in excess of exports ; in fact, for fifty-seven years provious to 1893, imports exceeded exports at the average rate of 71 millions per year. In 1893, however, this was reversed, and last year exports exceeded imports by £2,075,300; notwithstanding the fact that the wheat yield was only (.000.000 bushelf as compared yr,co,coo the preceding year. The sum of £85,000,000 shown by the excess of imports previous to 1803 represents capital invested in the colony, now proved to be a good investment, by the rapid progress being made in the production and export of spicultural products: . Brief sketches are submitted of the wool. wheat, delaying, fruit, wine, grape wine brandy, mest, tobacco, beef, sugar and mining industries Wheat growing in unsultable districts, where the averier does not approach ten bushels per acre. is questioned, the rapid expansion of the butter

industry which grew in exports from practically nothing to £1,000,000 in five years, and the great variety of fruits cultivable and the unrivalled superiority of the climate and soil for their production, are dealt with. Reference is made to the growth of the vine growing industry, which increased from 5,000 scres in 1873 to 30,000 in 1803 not all yielding but producing nearly 2,000,000 gallons of who annually. It is pointed out that the highest prices obtainable in Europe have recently been gained by Victorian wines' at the Brussels and Marselles exhibitions, and that this proves the wises to be of a fineness and delicacy suited to British taste. Attention is directed to the security offered British capitalists in the colony is this industry, as wine, unlike anything oke that man can invest in, improves in value by keeping. therefore, with ordinary care, it is a valuable investment. The vigorous of the colony are generally a steady and hard-working, not a wealthy, class, and would readily welcome capital to expand their industry and afford means of storing and maturing their wines for the highgrads markets of Europe. The excellence. chaspness and large quantity obtainable of grape wint brandy, owing to the cheapness of young wines which small vieserous cannot afford to hold and matur, and the smallness of the French

The mining industry is dealt with length, chiefly that of gold mining. Up to date, about fo,000,000, or, of gold valued at £340,000,000 have been in Victoria. About three-quarters of quasily have been from quarts uniformly averaging & os. to the ton, everage cost of production being two-fifths. Reference is made to the increased annual origin of gold of late years. the splendid yields sewmed, the recent rich (from £4 to £4 38. 4d. per oz.) as compared with water, the facilities of transport, as railways cover most of the country, and not 1-100th part of the colony has yet been prospected.

output of this article, are also referred to.

, .. Reference is made to the huge area in the colony istill awalting sattlement and to the generous offer of capital and land offered by the Government to desirable settlers. The paper condudes : Though mining has such a brilliant this colony, it is in the absolutely certain Victoria is to secure that plenitude of prosperity and comfort which its scople see plainly shead

THE NAVY LEAGUE. Mr. H. F. Pollock, Hon. Secretary of the Houghong Branch of the Navy League, has handed us the following letter from the head office

of the League for publication .--. 13. Victoria Street. London, S.W. 20th November, 1806. Dear Sir,-I am much obliged by your letter of the 13th October, but am very sorry to receive the news which it contains of your unavoidable resignation of the Hon. Secretaryship of the Hongkong Branch.

My Committee desire me to convey to you their most cordial thanks for the admirable manner in which you have carried out the objects of the League in Hongkong, and for your efforts in connection with the raising of the Hongkong Branch to its present strength. My Committee also desire me to convey to the members of your Branch their sincere thanks for the telegram overland to the capital, a journey of about twelve | which you were good enough to soud to us on days. Having settled affairs, by the time | Training Day, an attention will be very much appreciated. The celebrated in London on able to start for Europe, to enjoy the remainder | 21st October was an unqualified success. The weather was everything that could be desired, The presence in China of one who was so and the populace showed an enormous amount

not bing so wholly disconaged. II has had We are now busy arranging for meetings all his eyes opened to the dire necessities of his over the country wherever we can get a hearing. 30th November, 1806. country, and those with whom he has conversed | in order that a strong expression of opinion may on terms of intimacy are greatly impressed by go forth from the constituencies that the Naval

If we are to have sufficient Naval Estimates next March, the Empire must speak without any about the compilation of an elaborate treatise | delay, and I would therefore sak you to be kind enough on receipt of this letter to send from your Branch to us some expression of opinion on this subject, which we should receive somewhere about the third week in February. My request is based on the fact that it is the opinion l of our highest Naval experts that our Ficet at the present time is inadequate in number ships, and also in personnel, and that It is not | o. Prays Central, on THURSDAY, the stat strong enough to meet any reasonable combinstion of foreign powers which might be brought against us. Notwithstanding this, the First Statement of Accounts to September 30th, 1896, Lord of the Admiralty and the Chancellor of the Exchequer have given it out quite plainly that they hope to be able to reduce the Naval CLOSED from WEDNESDAY, the 16th inst. Estimates in the coming year.

unturned to disabuse them of the idea that they will be able to do this, and to stiffen their backs in the coming three months, when the Estimates are in course of incubation.

I shall hope to hear from you as to the result of your appeal meeting on the 21st October, and also as to whether the Hon, H. E. Pollock, Acting Attorney-General; has been kind enough to undertake to fill the place vacated by you. I am much obliged for the quarterly returns

up to the 30th September last. Wishing your Branch every possible success. and I do it as one who received much kindness from the inhabitants of Hongkong between Flagship Audacious on the China Station,—I remain, yours very truly,

HELLY, T. C. KNOX

SHIPPING AND MAIL NEWS.

Mans Dur: English (Rosetta) to-night. Australian (Australian) 20th inst. Canadian (Rmpress of China) 30th inst. American (City of Peking) 31st inst. Australian (Changsha) 1st prox. American (Doric) 8th prox. American (China) 17th prox. Tacoma (Macduff) 19th prox.

THE Canadian Pacific Rallway Co.'s steame Empress of Japan, from Hongkong, arrived at Amoy at '10 s.m. on the 24th inst., and left at 6 p.m. the same day for Shanghai.

THE Canadian Pacific Rallway Co.'s steamship Emoress of China, from Kobe, arrived at Nagasaki at. 5 a.m. yesterday, and left-at-3 p.m. the same day for this port, via Shanghal, where she may be expected to arrive at 4 s.m.

SHIPPING RETURNS. From 5 p.m. Thursday to 5 p.m. to-day. AURIVALE.

Radnorskirssteamer, from Amoy . Singapore .. Halphong .. Coast Ports .. Shangbal Lycemoon Bangkok Haiphong RYOGYSIS Yokohama Shinghal Swatow Choysane Halphons Singapore Aggregating 16,795 tons register. DEPARTURES. Woorlingsteamer, for Shanghal Kobe Indebendent Ingraban Tauron

Hector

Dordorns

Yangching

Haltan

Guthrle

S24Ch44N -

Swatow Kobe Chean Rock Klan... Taksong..... Canton Aggregating 14.680 tons register. HONGRONG AND WHAMPOA DOCK RETURNS. HUSANE commencements of Lung Tsing........ Nanchang Marika

Singapore

Sharebal

Australia

Shangkal

Coast Ports

Saigon

PARSED THE CAMAL. OUTWARD-20th November-Balmoral. discoveries, the high price of Victorian gold November-Oolone, Elisabeth Rickmers, 27th November-Oscar. 1st December-Helen other countries, the abundance of wood and Richmers. 4th December-Friggs, Glaushick 8th December-Glenfarg, Natal, Romney, Benglos. 11th December-Tantalus, Glamorganshire. 15th December-Niche, Bullmonth. Shanghas, Jens Meintch, Riofun Maru. 18th Decamber-Priame, Diomed, Adour. 22nd December-Oanfa, Prinz, Heinrich, Telluh. Homeward—18th December—Melbourns Sarbedon. 221d December Tencer, Vindebona.

intimation.

THE GRILL BOOM. 9, QUEEN'S ROAD. THE LEADING CATERERS

TUESDAYS,

GREEN TURTLE STRAKS for TIFFIN. GREEN TURTLE SOUPS for DIMMER. CALADS and DELICIOUS ENTREES cont to PRIVATE HOUSES at shortest notice. WEDDINGS, PRIVATE PARTIES, TIFFINE and DINNERS a Specialty. Hangkong, talk December, 1906

Intimations.

GEORGE FENWICK AND COMPANY. * LIMITED.

N'T OTICE is hereby given that an EXTRA-ORDINARY GENERAL MEETING of this COMPANY will be held at the HONGKONG HOTEL on TUESDAY, the 20th day of Dec., 1896, at 11.30 A.M., when Spicial Resolutions will be proposed to alter and amond the Articles of Association. A copy of proposed alterations has been posted to the registered address of each Shambolder and any Saareholder who falls to receive a copy, can have one by applying to the GENERAL MANAGER.

W. G. WINTERBURN.

General Manager. Hongkong, 21st December, 1806.

THE HONGKONG HIGH-LEVEL TRAM-WAYS COMPANY, LIMITED.

TOTICE is hereby given that the TWELFTH ORDINARY GENERAL MEETING of SHAREHOLDERS of the above COMPANY will be held at the REGISTERED OFFICES of the COMPANY, 18 and 40, Queen's Road Central, on TUESDAY, the 29th day of December, at NOOM, for the purpose of receiving the Report of the General Managers, together with a Statement of Accounts for the year ending

The TRANSFER BOOKS of the Company will be CLOSED from the sand to gast instant,

John D. Humphreys & son, General Managers. Hongkong, 18th December, 1806.

THE PUNIOM MINING COMPANY,

LIMITED.

TOTICE is bereby given that the FIFTH ORDINARY GENERAL MEETING of SHAREHOLDERS in the above Company will be held at the OYEICE of the COMPANY No. December, 1806, at NOON, for the purpose of Presenting the Report of the Directors and the and for the election of Directors and Auditors. The REGISTER OF SHARES will be

ill THURSDAY, the grit instant, both days I am very anxious that no stone shall be left inclusive, during which period no TRANFER OF SHARES can be Registered.

By Order of the Board of Directors, JAMES B. DUNCAN, Secretary.

Hongkong, 15th December, 1806. CANTON INSURANCE OFFICE

LIMITED.

NOTICE TO SHARRHOLDERS.

IN accordance with Section 120 of the Articles of Association, the GINERAL AGENTS, with approval of the Consulting Committee will on 1878-1870, when I was a midshipman in the the and January, 1897, Issue INTEREST WARRANTS of \$5 per SHARE PAYABLE #\$ the Hongkong and Shanghat Banking CORPORATION, the same being at the Rate of Hon, Secretary to the Navy League. To per Cent. per Annum on the Paid-up Capital of the Office for the year 1806.

The TRANSFER BOOKS of the COMPANY will be CLOSED from the 18th to the 31st inst. both days inclusive...

JARDINE, MATHESON & Co., General Agents. CANTON INSURANCE OFFICE, LIMITED. Hongkong, 16th December, 1806.

> CUSTOMS NOTIFICATION. No. 72.

ATOTICE is hereby given that on FRIDAY, the 1st January, 1897, will be observed as HOLIDAY at the Kowloom CUSTOMS OFFICE.

Work at the Opium Examination Office and

Customs Stations will proceed as usual, H. M. HILLIER. Commissioner of Customs for

Kowloon and District. Custom House.

Kowloon, 24th December, 1806.

NOTICE. TX7E have been appointed the SOLE AGENTS for the AICHI CLOCK Co.,

of Nagoya, Japan, CLOCKS of all descriptions on View. Apply to

COLLINS BROS. No. 30, Queen's Road Central : and Canton, Hongkong, 23rd December, 1806.

& KOMOR, FAPANESE FINE ART CURIOS. 21 & 23. QUEEN'S ROAD, HOMORONG.

SI WATER STREET, YOKOHAMA

36, Division Street, Koes, CHRISTMAS PRESENTS.

XMAS AND NEW YEAR PRESENTS.

J. ULLMANN & CO., WATCHMAKERS, JEWELLERS AND OPTICIANS. OPTICIANS, ARE NOW SHOWING

An IMMENSE STOCK of DIAMONDS and HIGH-CLASS DIAMOND JEWELLERY GOLD and SILVER WATCHES, CLOCKS of every description, SILVERWARE, OPERA GLASSES, MUSICAL BOXES, MOROCCO Leather Goods, Albums, Meer. SCHAUM PIPES, CIGAR and CIGARETTE Holders, Elaborate Wall& Toilet LOOKING GLASSES, PINAUD'S PER-FUMES and FANCY GOODS in Great

ALEO, TOYS, TOYS, TOYS,

XMAS TREE ORNAMENTS. MODERATE PRICES.

J. ULLMANN & CO., 74, Queen's Road. Hongkong, 14th December, 1896.

Suitable | XMAS XMAS AND NEW YEAR PRESENTS.

JUST AKRIVED.

A N Immense Assertment of the best I'L ENGLISH and FRENCH general JEWELLERY. WATCHES AND FANCY GOODS.

Prices Moderate. LEVY HERMANOS. Opposite Telegraph Office.

"Reviving Sweets repair the Mind's Decay."-Pops.

CADBURY'S CHOCOLATE CREAMS.

A Large Variety in FANOY BOXES, at Popular Prices.

PASCALL'S GOLDEN MALTEX. CHOCOLATE PISTACHE NOUGAT AUX FRUIT. AMANDES GRILLEES.

JORDAN ALMONDS.

MARRONS GLACES. XTALIZED STRAWBERRIES BON-BONS FINS.

ATKINSON'S PERFUMES. Various Odours.

WATKINS & CO.. APOTHECARIES' HALL, 66, Queen's Road Central



Potels.

THOMAS'S GRILL ROOM.

HIS Establishment has always enjoyed a high class reputation for Liberality in Menn, Quality of Food and Perfection of Cuisine. THIS REPUTATION WILL BE MAINTAINED.

Fresh Dairy Produce, FRUIT and other supplies are regularly imported from the United States, Canada and Australia. BEEF from Kobe and TURTLES from the Stralts. The WINES, SPIRITS and MALT LIQUORS, comprising all brands in general

demand, are the Best shipped to the Far East. In addition to the BAR, GRILL and DINING ROOMS, the upper floors are arranged so as to provide PRIVATE ROOMS suitable for DINNERS of SUPPERS, &c. PICNIC and BATHING PARTIES supplied

with light refreshments at a moment's notice. ICE CREAM from I P.M. to II P.M. COLD MEAT SUPPERS from 9 to 11.30 P.M. THOMAS'S GRILL ROOM. FREDERICK BISHOP,

Manager. HOTEL VICTORIA

> BOTISSERIE. MEALS A LA CARTE.

MHOPS, STEAKS, &c., &c., at any time between 7.30 A.M. and II.30 P.M.

MONTHLY BOARDERS at Moderate Rates.

MADAR & FARMER, Proprietors.

Hongkong, 3rd September, 1806. WINDSOR HOTEL

HONGKONG.

THIS ESTABLISHMENT, situated in the elegant Building known as "CON-MAUGHT HOUSE," offers First-class Accommodation to Residents and Travellers.

Passenger Elevator, from Entrance Hall to each Floor, in charge of experienced Attendant. Favourable Arrangements made for Families and for Monthly or Extended Periods.

P. BOHM Proprietor & Manager.

Hongkong, 3rd April, 1805. PEAK HOTEL.

OPEN ALL THE YEAR ROUND.

HIS commodious and well appointed HOTEL, situated at a height of 1,250 feet above sea-level, has just been thoroughly re-decorated, renovated and re-furnished, and a NEW WING has been built, which commands magnificent Views of the Harbour and mainland

For further particulars, apply to THE MANAGER. New Victoria Hotel

Hongkong, 24th November, 1866.

Wo be Wet.

TO LET. TOS. 2 & 3, STEWART TERRACE—
(THE PEAK). (THE PEAK).

 Apply to w. noble.

Hongkong, 25th August, 1806.

TO LET. TIVE-ROOMED BUNGALOW "RHEDA," BONHAM ROAD.

CHINA MERCHANTS' S. N. Co., No. 22, Praya West. Hongkong, 8th June, 1805.

TO LET.

TIOUSE No. 7, DES VŒUX VILLAS, Containing SIX BEDROOMS and SIX BATHROOMS. GODOWN In DUDDELL STREET.

Apply to **BELILIOS & Co.** Hongkong, 21nd December, 1896.

TO LET.

WELLING HOUSES:-Nos. 2 & 4, RIPON TERRACE. "HARFOED," at MAGAZINE GAP. "THE KENNELS," In MACAZINE GAP. "RAVENSHILL" Hast and West

ERANIE'S BUNGALOW, at KOWLOOM, GODOWNS in BLUE BUILDINGS. & AGENCY Co., Ltd.

THE HONGRONG LAND INVESTMENT Herghner, 23rd December, 1896.

TO LET.

TO. 18, HOLLYWOOD ROAD. Apply to DAVID SASSOON, SONS & COA Hongkong, 15th December, 1890.

LEVY HERMANOS.

TAMOND MERCHANTS, JEWELLERS AND WATCHMAKERS. SOLE AGENTS IN THE EAST FOR CLEMENT Dunlop Tyres's Bicycles—Price...\$185. A special reliable Watch made for this Climate. Quality A.....\$16

10, QUBEN'S ROAD CENTRAL. Opposite the Telegraph Office. CHS. J. GAUPP & CO., "HRONOMETER, WATCH, and CLOCK-MAKERS, JEWELLERS, SILVER-

SMITHS, and OPTICIANS. CHARTS and BOOKS. NAUTICAL INSTRUMENTS. Sole Agents for Louis Audemars' Watches awarded the highest Prizes at every Exhibition and for Volgtländer and Sohn's CELEBRATED OPERA GLASSES.

MARINE GLASSES and SPYGLASSES.

Now \$4 & \$6, Queen's Road Central, [992]

TO SHIPMASTERS. E NOUIRE where your FRESH WATER is obtained by the Water Boats; as FOUL WATER is the cause of much sickness on

beard Ship. We are the only Water-Boat Company Hongrong exclusively Supplying FILTERED WATER.

Call Flag "W." J. W. KRW & Co., STEAM WATER-BOAT Co. 18, Praya Central Canadann, 7th October, TROE

Consignees.

INDO-CHINA STEAM NAVIGATION COMPANY, LIMITED.

FROM CALCUTTA, PENANG AND SINGAPORE.

THE Company's Steamship

"CHUNSANG" having arrived from the above Ports, Consignees of Cargo by her are hereby informed that their Goods will be delivered from alongside. Cargo impeding the discharge or remaining

on board after the 28th instant will be lande at Consignees' risk and expense into Godowns at East Point.

No Fire Insurance will be effected. Bills of Lading will be countersigned by JARDINE, MATHESON & Co.,

General Managers. Hongkong, 24th December, 1806.

Shipping.

STRAMERS.



NIPPON YUSEN KAISHA. JAPAN-EUROPE LINE.

MONTHLY SERVICE. FOR SINGAPORE, COLOMBO, PORT SAID, MARSEILLES. NEWCASTLE,

ANTWERP, ZAANDAM AND LONDON. THE Company's Steamship

"KAGOSHIMA MARU." Captain Trennt, will be despatched as above on TUESDAY, the 5th January, at Noon, instead of an previously advertised." For Freight or Passage, apply to

NIPPON YUSEN KAISHA. Hongkong, 24th December, 1806."

THE CHINA MUTUAL STEAM NAVIGA TION COMPANY, LIMITED.

FOR LONDON, VIA STRAITS AND USUAL PORTS OF

(Taking Cargo at through rates for GLASGOW. LIVERPOOL, CONTINENTAL PORTS. RIVER PLATE, &c.)

THE Company's Steamship "PARLING."

H. L. Allen, Commander, will be despatched as above on or about the 17th January, 1897. For Freight, &c., apply to HOLLIDAY, WISE & Co.,

Hongkong, zist December, 1806, 1979 FOR NEW YORK, VIA SUEZ CANAL.

To follow the "POLYP TEMUS." S.S. "PORT ADELAIDE," to sail about 30th January, 1897.

S.S. "ENERGIA," to sail about 14th February, 1807. S.S. "STRATHLEVEN," to sall about \$8th February, 1897. "WARRACK" Steamer, to sail about 15th

For Freight of Passage, apply to DODWELL, CARLILL & Co. Hongkong, stat December, 1896.

Shipping.

STEAMERS.

DOUGLAS STEAMSHIP COMPANY, LIMITED.

FOR SWATOW, AMOY AND TAMSUI. THE Company's Steamship "HAILOONG,"

Captain Davis, will be despatched for the above Ports TO-MORROW, the 27th instant, at Daylight, For Freight or Passage, apply to DOUGLAS LAPRAIK & Co.,

Hongkong, 26th December, 1896. FOR NEW YORK, VIA SUEZ CANAL To follow the S.S. Aslows and CloverMill. THE Steamship

General Managera

Captain Tallack, will be despatched for the above Port on or about the 27th instant, at Daylight. To be followed by the S.S. "MORVEN"

on or about the 15th January, 1897. For Freight or Passage, apply to SHEWAN, TOMES & Co. Hongkong, 26th December, 1896.

THE CHINA AND MANILA STEAMSHI COMPANY, LIMITED. FOR MANILA (DIRECT). THE Company's Steamship

"ZAFTRO." Captain Cobban, will be despatched for the above Port on MONDAY, the 28th Instant, at This Steamer has Superior Accommodation for Passengers. .

For Freight or Passage, apply to SHEWAN, TOMES & Co., General Managers. Hongkong, 22nd December, 1806. OCEAN STEAMSHIP COMPANY.

FOR LONDON, VIA SUEZ CANAL THE Company's Steamship " ACHILLES." Captain Harvey, will be despatched as above on MONDAY, the 28th instant. For Freight or Passage, apply to

BUTTERFIELD & SWIRE. Agents. Hangkour, 23rd December, 1806.

OCEAN STEAMSHIP COMPANY. FOR SANDAKAN AND KUDAT. THE Company's Steamship

"DEUCALION." Captain B. Branch, will be despatched as above on TUESDAY, the 29th Instant, at 3 P.M. For Freight or Passage, apply to BUTTERFIELD & SWIRE,

Hongkong, 19th December, 1896. INDO-CHINA STEAM NAVIGATION COMPANY, LIMITED.

FOR SINGAPORE, PENANG AND CALCUTTA. THE Company's Steamship "CHELYDRA."

on TUESDAY, the 20th instant, at 3 P.M. For Freight or Passage, apply totardine matheson & Co., General Managers.

Captain R. Cass. will be despatched as above

Hongkong, 24th December, 1806 CHINA NAVIGATION COMPANY, LIMITED.

FOR PORT DARWIN, QUEENSLAND PORTS, SYDNEY AND MELBOURNE. THE Company's Steamship

"TSINAN." Captain Ramsay, will be despatched on MON-DAY, the 4th January, at 4 P.M. The attention of Passengers is directed to the Superior Accommodation offered by this Steamer. LAND SEA OF JAPAN, and call at Honolniu The First-class Saloon is situated forward of the Engines. A Refrigerating Chamber ensures the Supply of Fresh Provisions during the entire Journey at any point on route.

A duly qualified Surgeon is carried and the Jossel is fitted throughout with Electric Light. For Freight or Passage, apply to BUTTERFIELD & SWIRE.

Hongkong, 26th December, 1896. "GLEN" LINE OF STEAM PACKETS. FOR LONDON, VIA SUEZ CANAL.

THE Steamship "GLENGARRY," Captain Ferguson, will be despatched as above on or about MONDAY, the 4th January, 1897.

For Freight or Passage, apply to JARDINE, MATHESON & Co., Hongkong, 19th December, 1896.

OCEAN STEAMSHIP COMPANY. FOR NEW YORK, VIA SUEZ CANAL

THE Company's Steamship " POLYPHEMUS," Captain Goodwin, will be despatched as above on FRIDAY, the 14th January, 1897.

For Freight or Passage, apply to BUTTERFIELD & SWIRE, Horigkong, 10th December, 1806.

SAILING VESSELS.

FOR SAN FRANCISCO, THE British Barque

"AWAEMUS". Rebberg, Master, will load here for the above Port, and will have quick desputch. For Freight, apply to SHEWAN, TOMES & Co. Hangkong, 7th December, 1806.

NOTICE TO SHIPPERS. FOR SAN FRANCISCO. THE 100 A. I. Iron 4-must British Barque "Matterhorn,"

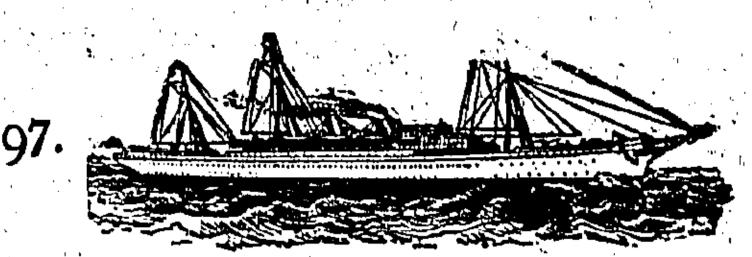
Captain J. Williams, will soon be ready to load for the above Port, and will have quick despatch. For Freight, apply to MELCHERS & Co.,

Hongkong, 28th November, 1806. FOR NEW YORK. THE 3/3 L. I. I. American Barque "PENDESCOT."

Captain Macalder, will load have for the above Post, and will have quick despatch. For Freight, apply to ARNHOLD, KARBEEG & Co. Baughosi, joth Nevember, their

48 (15)

CANADIAN PACIFIC RATE OF A STATE OF THE STAT ROYAL MAIL STATE CARE



FUNCTUALITY. SPEAD. THE FAST ROUTE BETWEEN CHINA, JAPAN AND EUROPE, VIA CANADA AND THE UNITED STATES.

(CALLING AT SHANGHAI, NAGASAKI, KOBE, YOKOHAMA AND VICTORIA, B.C.) Twin Screw Steamships-6,000 Tons-10,000 Horse Power-Speed 19 knots.

BMPRESS OF CHINA ... Comdr. R. Archibald, R.N.R ... WEDNESDAY, 20th January, 1897 EMPRESS OF INDIA ... Comdr. O. P. Marshall, R.N.R... WEDNESDAY, 17th February, '97. EMPRESS OF JAPAN ... Comdr. Geo. A: Lee, R.N.R...... WEDNESDAY, 17th March.

THE magnificent Steamships of this Line pass through the famous INLAND SEA OF JAPAN, and usually make the voyage YOKOHAMA TO VANCOUVER (B.C.) is 12 DAYS, making close connection at Vancouver with the PALATIAL TRANS-CONTINENTAL TRAINS of the CANADIAN PACIFIC RAILWAY which leave daily, and cross the Continent FROM THE PACIFIC TO THE ATLANTIC WITHOUT CHANGE. Close connection is made at Montreal, Quebec, Hallian, New York and Boston with all Trans-Atlantic Lines, which passengers to Great Britain and the Continent are given choice of.

SPECIAL RATES (First-class only) granted to Missionaries, Members of the Naval, Military, Diplomatic and Civil Services, and to Kuropean Officials in the Service of China and Japan Governments.

o months. £100. The attractive features of this Company's route, embrace its PALATIAL STEAMSHIPS (second to none in the World), the LUXURIANCE OF ITS TRANS-CONTINENTAL TRAINS (the Company having received the highest award for same at recent Chicago World's Exhibition) and the diversity of MAGNIFICENT MOUNTAIN AND LAKE SCENERY through which the

Railway passes THE DINING CARS and MOUNTAIN HOTELS of this route are owned and operated b the Company, and their appointments and Culsine are unexcelled.

Hengkong, 23rd December, 1896.

OCCIDENTAL & ORIEN-TAL STRAMSHIP COMPANY.

TAKING CARGO AND PASSENGERS TO JAPAN, THE UNITED STATES, MEXICO. CENTRAL AND SOUTH AMERICA, AND

THE OVERLAND RAILWAYS. ATLANTIC AND OTHER CONNECTING STRAMERS.

EUROPE:

VIA INLAND SEA OF JAPAN AND HONOLULU. PROPOSED SAILINGS FROM HONGKONG. Gaette (via Shanghai, Nagasaki, Kobe, In- Tuesday, 29th Dec., land Sea and Yokoat Noon. hama)

Doric (via Shanghai, Nagasaki, Robe, In- | Saturday, 16th Jan., at Noon, 1897. land Sea, Yokohama and Honolulu) *Belgle* (via Shanghal, Nagasaki, Kobe, In- Thursday, 4th Feb., land Sea, Yokohama at Noon.

"Y"HE Company's Steamship

and Honolulu)

"GAELIC" will be despatched for SAN FRANCISCO, via SHANGHAL NAGASAKI, KOBE, INLAND SEA and YOKOHAMA, on TUESDAY, the 29th December, 1896, at Noon.

Steamers of this line pass through the IN and passengers are allowed to break their

Through Passage Tickets granted to England. France and Germany by all trans-Atlantic lines of Steamers, and to the principal cities of the United States or Canada. Rates, and particulars of the various Routes may be obtained upon application. Special rates (First-class only) are granted to

Missionaries, members of the Naval, Military Diplomatic and Civil Services, to European Officials in service of China and Japan, and to Government officials and their families.

Passongers who have paid full fare, re-embarking at San Francisco for China or Japan (or vice versa) within one year, will be allowed a discount of 10 per cent. This allowance does not opply to through farms for China and Japan to Rurobs.

All PARCEL PACKAGES should be marked to address in full; and same will be received at the Company's Office until Five P.M. the day previous to salling. Consular Invoices to accompany Cargo des-

tined to Points beyond San Francisco, in the United States, should be sent to the Company's Offices, addressed to the Collector of Chatoma, San Francisco. For further information as to Freight of

Passage, apply to the Agency of the Company No. 7, Praya Central. J, S. VAN BUREN, Agent Hongkong, 10th December, 1806.

F. BLACKHEAD & CO., SHIP-CHANDLERS, SAILMARERS COAL AND PROVISION MER-No. 7, Prays Central. CHANTS, NAVAL CONTRACTORS AND GENERAL COMMISSION AGENTS,

PRAYA CENTRAL, HONGKONG. SOAP MANUFACTURERS. SOLE AGENTS FOR

LIARTMANN'S RAHTIEN'S GENUINE COMPOSITION RED HANDERAND. HARTMANN'S GREY PAINT.: DAIMLER'S PATENT MOTOR LAUNCHES

Sole Agents for

Perguson's special cream

P. & O. SPECIAL LIQUER SCOTCH WHISKY, &c. RVERY KIND OF SHIP'S STORES AND REQUISITES ALWAYS IN STOCK

PROPOSED SAILINGS FROM HONGKONG.

Passengers Booked through to all principal points and AROUND THE WORLD. Return tickets to various points at reduced rates, Good for 4, 6, 9 and 12 months.

CIRCULAR PACIFIC TOUR TICKETS Hongkong to Vancouver, Vancouver to Sydney Australia, was Honolulu, and Sydney to Hongkong was Brisbane and Torres Straits, Good for

For further information, Maps, Guide Books, Rates of Passage, &c., apply to

U. S. MAIL LINE. PACIFIC MAIL STEAM SHIP COMPANY,

> VIA INLAND SEA OF JAPAN AND HONOLULU.

D. E. BROWN, General Agent,

Pedder's Street.

PROPORED SAILDIGS FROM HORGEONG. City of Paking (vix) Shanghai, Nagasaki, Thursday; 7th Jan., Kobe, Inland Sea, at Daylight, 1897. Yokohama & Honolulu)

Catus (via Shanghai, Nagasaki, Kobe, In- Tuesday, 16th Jan., land Sea and Yokoat Noon. Peru (via Shanghai,

Nagasaki, Kobe, In- Saturday, 13th Feb.,

at Noon.

land Sca, Yokohama and Honolulu)...... THE U.S. Mail Steamship

United States, and Europe.

"CITY OF PEKING" will be despatched for SAN FRANCISCO, v/s SHANGHAI, NAGASAKI, KOBE, INLAND SEA, YOKOHAMA and HONOLULU, on THURSDAY, the 7th January, 1897, at Daylight,

Steamers of this line pass through the IN-LAND SEA OF JAPAN, and call at Honolulu. and passengers are allowed to break their lourney at any point ex route. Through Passage Tickets granted to England, France, and Germany by all trans-Atlantic lines

of Steamers, and to the principal cities of the United States or Canada. Rates may be obtained on application. Passengers holding through ORDERS TO EUROPE have the choice of Overland Rail Routes from San Francisco, including the SOUTHERN PACIFIC CENTRAL PACIFIC UNION PACIFIC, DENVER and RIO GRANDE, and NORTHERN PACIFIC RAIL-WAYS: also the CANADIAN PACIFIC RAIL-

WAY on payment of £4 in addition to the regular tariff rate. Passengers holding Orders FOR OVERLAND CITIES in the United States have, between SAN FRANCISCO and CHICAGO, the option of the SOUTHERN PACIFIC, CENTRAL PACIFIC, UNION PACIFIC, DENVER and RIO GRANDE, and other direct connecting Rallways, and from Chicago to destination the boles of direct lines.

Particulars of the various routes can be kad on application. Special rates (first class only) are granted to Missionaries, members of the Naval, Military, Dinlomatic, and Civil Service, to European Officers in the service of China and Japan, and to Government officials and their families. Through Bills of Lading issued for trans portation to Yokohama and other Japan Ports. to San Francisco, to Atlantic and Island Cities

of the United States, vit Overland Railways, to

Havana, Tripidad, and Demerara, and to posts in Mexico, Central and South America, by the Company's and connecting Steamers. Freight will be received on board until 4 F.M. the day previous to sailing. Pascel Packages will be received at the Office until 5 P.M. same day; all Parcel Packages should be marked to addraw in full ; value of same is required.

Consular Invoices to accompany Cargo des-/2 lined to Points beyond San Francisco, in the United States, should be sent to the Company's Office in Sealed Envelopes, addressed to the Collector of Customs at San Francisco. For further information, as to Passage and Freight, apply to the Agency of the Company,

> J. S. VAN BUREN, Agent. Hongkong, 24th December, 1896, NOTICE.

THE BEST PREVENTIVE OF ALL

INFECTIOUS DISEASES.

WE BEST DISHIFFOTAN

AVOID ALL RISK OF OUTBREAK BY ITS USE. W. G. HUMPHREYS & Co., Bank Bulldings

DIMORAL MARKETARY SERAMBER AND RAILWAY COMPANIES

MARIONAL NO SLATOR JAPANA

the very cheap rates offered by this Line to the PACIFIC COAST and the INTERIOR and EASTERN CITIES of the UNITED STATES and CAMADA and to EUROPE.

HONGKONG To LONDON \$400. Excellent accommodation. First-class Table. DOCTOR and STEWARDESS carried. HONGKONG TO NEW YORK \$150.

The Railroad travelling is second to none on the American Continent. Magnificent Scenery of the ROCKY and CARCADE MOUNTAINS. The YELLOWITOME NATIONAL PARK souts. Passengers to EUROPE may proceed by one of the firs Class ATLANTIC MAIL LINES.

HONGKONG TO TACOMA \$225. Rates of Passage to other Points on application. Special rates allowed to members of Government Sirvices.

> PROPOSED SAILINGS FROM HONGKONG.

(SUBJECT TO ALTERATION.) Victoria | 3.167 | Tuesday ... | Dec. 29. Olympia | 2,608 | Tuesday ... | Ian. 19.

Brasmar 3,60t | Tuesday ... | Feb. 9.

"Tatoms | 2,549 | Tuesday ... | Mar. 2.

THE Steamskip "VICTORIA." Captain Alex. Gove, sailing at Noon, on TUES-DAY, the 20th December, will proceed to VICTORIA, (B.C.), and TACOMA, (Wash.),

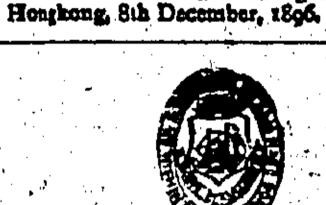
was Shanghai, Robe and Yokohama. Through Bills of Lading issued to Japan, Pacific Coast Points, and to Canadian and United States Points. Consular Involces of Goods for United States Points should be in quadruplicate; and one copy must be sent forward by the steamer to the care of the Freight Agent, Northern Pacific

Parcels must be sent to our Office (with address marked in full) by 5 P.M., on the day previous to For lurther information as to Passage or Freight, apply to

DODWELL, CARLILL & Co.,

General Agents.

Railroad, Tacoma, Wash.



THE PENINSULAR AND ORIENTAL STEAM NAVIGATION COMPANY.

STEAM FOR STRAITS, CEYLON, AUSTRALIA, INDIA, ADEN, EGYPT, MEDITERRANKAN PORTS, PLYMOUTH AND LONDON.

(Through Bills of Lading Issued for BATAVIA,

Persian Guly, Continental and

AMERICAN PORTS). THE Steamship

"KAISAR-I-HIND," Captain C. L. Daniel, carrying Her Maje ty's Mails, will be despatched from this for BOMBAY, &c., on THURSDAY, the 31st December, at taking Passengers and Freight for Japan, the Noon, taking Passengers and Cargo for the above

> Silk and Valuables, all Cargo for France, and Tea- for London (under arrangement) will be transhipped at Colombo into a steamer proceeding direct to Marselles and London other Cargo for London, do, will be conveyed grid Bembay. -Parcels will be received at this Office until

P.M. the day before sailing. The Contents and Value of all Packages are required. Shippers are particularly requested to note the terms and conditions of the Company's Bills

For further Particulars, apply to

H. A. RITCHIE, Hongkong, 17th December, 1896.

NORDDEUTSCHER LLOYD.

NOTICE. STEAM FOR Singapore, Colombo, Aden, Suez, PORT SAID, NAPLES, GENOA. ANTWERP, BREMEN AND HAMBURG,

PORTS IN THE LEVANT.

BLACK SEA AND BALTIC PORTS:

LONDON, NEW YORK, BOSTON,

SOUTHAMPTON

to land Passengers and Luggage.

BALTIMORE. NEW ORLEANS. GALVESTON, AND SOUTH AMERICAN THE COMPANY'S STRAMERS WILL CALL AT

N.B .- CARGO CAN BE TAKEN ON TEROUGH BILLS OF LADING FOR THE PRINCIPAL PLACES IN RUSSIA.

PROPOSED SAILINGS FROM HONGKONG. (SUBJECT TO ALTERATION.)

Print Heinrich ... | Tuesday ... | 2nd Feb. Prevites Tuesday ... | 30d March. ON TUESDAY, the 5th day of January, BAYERN," Captain B. Blanke, with MAILS, PASSENGRS, SPECIE and CARGO, will

leave this Port as above, calling at NAPLES and

Bayern Tuesday... | 5th Jan.

Shipping Order will be gradied till Nome on RATURDAY, the 2012 Jan. Cargo and Bootle will be received to be and cothe 2 2.16, on Monday. the orelinary of the electric benefit die eder the Arency's Office willi Moon on Mondaz, the ath Jan. ... Contents at Freinages usu raciolisch. No Parcel Receipts will be sixed for lear then Exigontid Parcel should not creekd Two Feet,

Cubicia Measure marit The Steamer, has spiendid Assummodalles. and carries a Doctor and a Sicerarden. Linen can be washed on board.

For frieller Pasticulars, apply to Met**chers a co.**, Agrair.

Printed Cand Published by CHESNILY DUNCAN at Me, in Passan's Edit, to the day O THE WINDOWS MANY

a Hongkong, gehildrecendier, 1896. ...

conduct of the parties, while the evidence of namely, whether the arrangement for charging Cheong Koon Sing on the same points cannot Kan Sing Tol's account with the losses on the be reconciled with such conduct.

say that they saw Cheong Kai on the 27th March, 1892, but Mr. Darby does not I did not take Kan Sing Toi to see Mr. Darby speak of any conversation taking place with who had made the alleged agreement, and seek At the interview of the 27th March and an explanation from him. on the following day Cheong Koon Sing delivered to Mr. Darby Chinese promissory notes and other securities which he had obtained from the Tsan Shing, Kwan Yu, and Kung Tai Banks and which amounted in value to about \$100,000. These documents were merely kept by the Bank for safe oustody and were realised from time to time by Cheong Koon Sing and the proceeds paid by him to the Bank in discharge of his liability on the bills and note. The whole amount was not in with the exception of some few thousand dollars-Mr. Darby says "inside of \$5,000."

The ten bills were all dishonoured in consequence of the failure of the drawers at Shanghai. The banks in Hongkong by which they were drawn also suspended payment from time to time, the latest about two months after the 27th March, 1892. The promissory note of the Kwan Yu Bank was not paid. Kan Sing Toi absconded from the colony one or two months after the same date.

I come now to the consideration of the conduct of the Bank and of Chechy Koon Sing as throwing light upon the proceedings at the interview of the 27th March.

On the 30th March, 1802, the Bank opened an account in their books called the "Compradore's Liability Account." In this account they debited Cheong Koon Sing with the amount of all the dishonoured bills, including those of the Kwong Fuk and Wing Tung Yan Banks, and the unpaid note, and with interest and other charges in respect of them, and credited him with payments made in reduction of his liability. Mr. Darby says that Cheong Koon Sing was not furnished with a copy of the account, but that he knew of the existence of the account and could have seen it at any time or obtained a copy of it. This statement is both reasonable in itself and consistent with what I take to be the characters of the men concerned. It must be remembered that Mr. states that Chaong Koon Sing got this letter Darby speaks of Cheong Koon Sing as a cap- written because he was afraid that the letter of able and efficient servant of the Bank, while the S1st May, 1892, might let him in for liability Cheong Koon Sing on his side speaks of his on any deficiency that might arise on Kan Sing always finding Mr. Darby straightforward in Toi's account. his dealings with him. It must also be remembored that he was at the Bank every day en. The Manager of the Bank of China, Japan, and the paged in the performance of his duties, and no doubt in constant intercourse with Mr. Darby. In these circumstances it was only natural that Cheong Koon Sing should be made acquainted with the particulars relating to such an important transaction, in regard to which he and the Bank were co-operating towards the reduction of his large liability to them. In the plaintiffs' potition it was alleged that detailed accounts of the transactions and of the moneys due by Cheong Koon Sing were furnished to Cheong was admitted on the part of the plaintiffs that agree that my position towards the Bank remains this allogation could not be sustained and that I the same as if no such debit entry had been made the accounts were only furnished to his executors, the defendants. This, no doubt, was an omission to do something which it would have been better for the Bank to do; but it may be pointed out that the bond of Cheong Koon Sing and Cheong Kai contained an express stipulation that it should not be necessary for the Bank to notify any such entries to Cheong Kai or to inform him of any losses sustained by the Bank through Cheong Koon Sing. Further, Mr. Darby says that Cheong Kai know of the existence of this account; that he often came to the Bank in connexion with this business; that he frequently Bank—which is not alleged by the defendants consistent with Mr. Darby's version of the events of that day, but is inconsistent with

Cheong Koon Sing's rendering of them. The next event of importance took place on the same day as the opening of the liability him semething about Tls. 70,000." At this point account, namely, on the 30th March, 1892. On Mr. Francis interposed with an objection that, that day the following letter in the handwrit- the defendants not having pleaded any defence ing of Mr. Darby and signed by Mr. Inchbald was addressed to and signed by Cheong Koon | part of the Bank, evidence could

Sing: Hongkong, 30th March, 1892. Mr. Cheong Koon Sing, Compredore, the Bank of

Chinn, Japan, and the Straits, Ld., Present. Dear Sir.—I have the regret of confirming to you my verbal statement of the 27th inst. that the drawers of our Chinese remittances on Shanghal would not meet their acceptances if the drawers of the bills failed under the pressure of the "run" which was taking place on the four Chinese banks-

Wing Tung Yan Kung Tai Kwan Yu Kwong Fook

I have been since informed by wire that the Yuen Loong Hong has been closed and that the Shiu Tai

Hong has failed. In other words, I have to look to you for payment to us at once of the following drafts purchased direct [Here follow particulars of the bills, not including those of the Tsau Shing Bank, which have already been given in this judgment. The Teau Shing Bank was apparently not included because ! was thought that, as Lo Hok Pang was not connected with that Bank, it would not close its doors.]

You have recourse against Yek Mow for Tls. 20,000 and this security seems to be good. The last bill for Tls: 20,000 on Shiu Tai has not

I shall be glad of an answer as soon as possible, so that I may take the necessary steps to secure the Ikink's interests.—I am, dear sir, yours faithfully, CHANTREY INCHBALD,

I would also remind you that you have not yet credited the cash with the Bank's local advance of \$10,000 to Kwan Yu guaranteed by Lo Hok Pang. on demand, which I instructed you to cash on 27th

This letter of course made it perfectly clear that the Bank hold Cheong Koon Sing liable for the lesses occasioned to the Bank by the dishonouring of the Kwong Enk and Wing Tung Yan bills, and, if the idea of fraud is excluded, it is entirely inconsistent with the fact of the Bank having in any way released him from that liability. It was written by Mr. Darby, with is alleged to have given that release. In cross-examination Cheong Koon Sing was asked whother he had made any representation to Mr. Darby as to his duplicity in acting in this -way and he admitted that he had not. Then he was asked why he had not done so, but he could make no answer to the purpose. He says that when he received the letter he got a Portnguese clerk of the Bank to explain it to him, and he was troubled in his mind when he found that the question get that liability discharged with the moneys of tirely by Mr. Darby and Kan Sing Tol. And of the Kwong Fak and Wing Tung Yan bills, which had been settled between Darby, Kan Sing Toi, and himself on 27th March, 1892, was raised again. accordingly took Kan Sing Toi to see Mr. going into details, is is sufficient to say that this have the letters written by some person not in There was nothing to prove the have the letters written by some person not in There was nothing to prove the have the letters written by some person not in There was nothing to prove the have the letters written by some person not in There was nothing to prove the have the letters written by some person not in There was nothing to prove the have the letters written by some person not in There was nothing to prove the have the letters written by some person not in There was nothing to prove the have the letters written by some person not in There was nothing to prove the have the letters written by some person not in There was nothing to prove the have the letters written by some person not in There was nothing to prove the have the letters written by some person not in There was nothing to prove the have the letters written by some person not in There was nothing to prove the have the letters written by some person not in There was nothing to prove the have t question in controversy in this part of the case, their employment.

Kwong Fuk and Wing Tung Yan bills was Before I proceed to consider that conduct it was not accompanied with a release of Cheong may be well to mention two or three facts in I Koon Sing from liability in respect of those bills. In other words, the conversation is con Both Mr. Darby and Cheong Koon Sing I sistent with either contention. I cannot help I thinking it strange that Cheong Koon Sing

In answer to this letter Mr. Darby wrote and Checng Koon Sing signed the following

lattar :---Hongkong, 1st April, 1892. The Manager, the Bank of China, Japan, and the

Strain, Ld., Present. Dear Sir,-In reply to your letter of 30th March stating that you hold me responsible for Taels 150,000 hal, I now beg to hand you promissory notes to the value of \$71,800 made out in your favour by responsible Chinese firms. Please return me later on dishonoured acceptances for a like amount.-Yours faithfully,

CHEONO KOON SING. I shall shortly hand you further cover, i.e., as soon as possible, but I hope the Bank will not press me too much.

There is no evidence on the point, but it seems to me probable that the postsoript of this letter was added at the instance of Cheone Koon Sing.

Subsequently, Mr. Darby-at the request, as he says, of Cheong Koon Sing wrote and Cheong Koon Sing signed the following letter:— The Bank of China, Japan, and the Straits, Ld. Hongkong, 31st May, 1892.

The Manager, the Bank of Chins, Japan, and the Straits, Ld., Present. Dear Sir,—With reference to the Chinese bills purchased by you from me, drawn by the Wing Tung Yan and Kwong Fook banks on Shanghai,

Toy is liable either as drawer or guarantor, I shall be much obliged if you will debit Kan Shing Toy's account in your books with the amount now standing at my debit in respect of these bills, and such detail. entry shall not in any way release me from my responsibility as your compradors in the matter.—I am, dear sir, yours faithfully,

Next Mr. Darby wrote and Cheong Koon Sing signed the following letter. Mr. Darby

Hongkong, 3rd June, 1892. Straits, Ld., Present.

Dear Sir,-Referring to your having debited Kan Shing Toy's account with the following entries:-\$27,777.78 equivalent at 72 of Tls. 20,000 27,777.78 13,888.89 27,777.78

\$97,222.23 equivalent at 72 of Tls. 70,000 being unpaid bills drawn by the Wing Tung Yan bank and the Kwong Fook bank, for which Kan Shing Toy is liable as drawer, endorser, or guaranter, Kai during his lifetime, but at the hearing it and payment of which was guaranteed by me, I on your books, and I also agree

(1)-To make good any deficiency-up to but not exceeding the above mentioned sum of \$97,222.29which there may be in Kan Shing Toy's account after realisation of the securities held by you, which securities you may dispose of whenever, you please, without reference in any way to me.

(2)-To make good to the Bank, should they call upon me to do so, the deficiency shown by the Bank's books in respect to the aforesaid unpaid bills on the date on which such call is made, such payment to given in para. 1 .- I am, dear sir, yours fulthfully, CHEONG KOON SING, Compredore.

had conversations with him on the subject; and these four letters. But it is necessary in the that he was kept acquainted with the state of first instance to determine whether any effect affairs from time to time. The charging of at all should be allowed to the three of them Choong Koon Sing in the account with the which are written by Mr. Darby and signed by losses on the Kwong Fuk and Wing Tung Yan | Cheong Koon Sing. Mr. Darby says that he bills at so early a date after the 27th March is, fully explained these letters to Cheong Koon Sing in the absence of fraud on the part of the before they were signed, and in particular that he" went over the first of them line by line with him." With regard to this letter Cheong Koon Sing at first said, in reply to Mr. Drummond, that Mr. Darby "explained the contents of the letter to him in pidgin English; he told fraud or misrepresentation on

be given to show that this letter had been The Bank of China, Japan, and the Straits, Ld. | obtained by any fraud or misrepresentation on Mr. Darby's part. The Court, however, allowed the examination to continue, and Cheone Koon Sing then modified his previous statement by saving that Mr. Darby "said only a few words in pidgin English." With regard to the second of the three letters, he says that "it was not explained to him that he was asking the Bank to debit Kan Sing Toi's account with Tis. 70,000 and that he was still to remain liable for it," and that "if he had known that all this was in the letter, he would not have put his signature to it," With regard to the third

of the three letters, he says Mr. Darby said a few words, but in substance he asserts that it was not explained to him. With respect to each of the three letters be makes the statement that he thought it was " of no importance, so he signed it."

Now, as Mr. Francis argued, there is no allegation of fraud or misrepresentation made against the plaintiffs in the pleadings, nor is there in the evidence of Cheong Koon Sing any express charge of bad faith or misrepresentation made against Mr. Darby. But certainly these assertions of his go very near such a charge, For the reasons, however, which I have already given with respect to the relative oredibility of these two witnesses, I accept the statement of Mr. Darby that he explained the letters to Chrong Koon Sing. Further, I am of opinion that Cheong Koon Sing is too shrewd and experienced a man of business to put his signature to a letter of which he did not understand the purporty. I am also of opinion, from ally from the account given by himself of his education, training, and business career, and from my observation at the hearing, that Cheong. Koon Bing has minimized his knowledge of the Einglish language, both as spoken and as written. It is also mutter for observation that there is nothing unfair or unconscionable as regards Cheong Koon Sing in the letters; they merely give effect to the arrangement which Mr. Darby says was made between the three parties concerned on the 27th seked, is it fair or neasonable of Cheone Koon Sing to desire or endeavour to disclaim an admitted liability in respect of the bills of the two banks in question because the Bank, in his aid and for his advantage, was making an effort to a party to the arrangement. It was made en-Bank was charging on his account the Wing real ground for this contention. If even Tang Yan as well as the Kwong Buk bills. At

and support the contention of the plaintiffs as Bank had made an arrangement with him by whether the Bank, in agreeing to debit Kan to what took place at the interview of the 37th March, 1892; they are inconsistent with and tend to rebut the contention of the defendants with respect to the same matter.

Cheong Koon Sing's letter of the 31st May, of Cheong Koon Sing against the drawers of tended to take a security additional to that 1892, the Bank on that date debited the account. Chinese bills making default, although of course liability. It is evident that this is in the main of Kan Sing Toi with the sum of \$97,222.23, it would be inequitable for it so to inter- a question of fact, and it will be gathered from being the amount in local currency of Tis. fere and it might render steelf liable to what I have already said that there was no in-70,900, the face value of the bills drawn by the Cheong Koon Sing by so doing. This view tention on the part of the Bank to release the two Banks with which he was connected. The of the matter is not, in my opinion, affected by liability of Cheong Koon Sing and to accept a Bank was empowered to make this charge by the letter of Cheeng Koon Sing of the 31st further or additional security in lieu of it. I the terms of a general letter of hypothecation | May, 1892. It is true that in that letter he | think that what the Bank really did was to given to it by Kan Sing Toi on the 25th saks the Bank to charge the account of Kan agree to have recourse to any margin available August, 1891. It is material to observe that Sing Toi, but there was nothing in that to on Kan Sing Toi's account as an additional the entry was not accompanied by any cor- supersede any legal rights that he might have security to the claim which they already responding entry in the Compredore's Liabi- against Kan Sing Toi, the latter having been had against Cheong Koon Sing. and that being amount of drafts on insolvent firms in Shang- lity Account, reducing pro tanto the amount no party to the arrangement suggested in that such recourse was not by way of substitution if the Bank had intended to relieve him from ground of defence can be supported. liability in respect of the bills in question. Then, to take the second ground, was the not in lieu of, that originally taken from the Interest on the amount was charged in the effect of the arrangement such as to discharge | debtor will not discharge the surety. It was Compredere's Liability Account and not-ex- the surety by giving time to the principal said by North, J., in Clarke v. Birley, 4 C.D. cept ln an isolated instance—in Kan Sing Toi's I debtor? to press him for an immediate settlement, in the to the principal debtor is old and well settled. would 'produce the result of releasing the Sing was never in any way reduced by the a binding agreement with the principal debier following remarks:--"The question whether a arrangement for debiting Kan Sing Tol's ac. to give him further time for payment the creditor of two or more persons has released

sums of money were made by Cheeng Koon made by the creditor which will have the an intention to look to them as a mere matter-Sing to the Bank in liquidation of his liability, effect of discharging the surety. In the of convenience without releasing him. To sucand there were also various transactions between first place, an agreement by the creditor to coed on this ground, what the plaintiff the the parties, especially in regard to a property give time to the principal debtor will surety in that case has to show is conduct inamounting to Tacks 70,000 and for which Kan Shing in Saigon, of which Cheong Koon Sing had not discharge the surety, and never did so consistent with a continuance of his liability. obtained an assignment from the Kwan Yu and either at law, or in equity, unless it be of a from which conduct an agreement to release Kung Tai Banks. It does not appear to be binding character and unless made on valuable him may be inferred. Dealing with necessary for me to refer to these matters in consideration." Such an agreement may be the new firm and treating them as debtors, and

Cheeng Kai died in the month of January, conduct of the parties. 1894, and probate of his will was granted to the In the case now before the Court there was ... It follows from these observations on the law defendants. Not long afterwards they gave not, according to the evidence of either Mr. of the case that, in my opinion, the defence has

issue of the writ. of the defendants were respectively.

These are the facts of the case as I find them. It remains to consider what are the rights and address that "the law formed a state of the accounts between them. Cheong Koon Sing is not indebted to the Bank but the turn are not indebted to the Bank.

The flui of these defences was formulated by Mr. Drummond in the following terms:-"That the effect of the arrangement made between the creditor (the Bank), the debtor the effect of Cheong Koon Sing's letter of the as the interest. (Cheong Koon Sing), and Kan Sing Tol was to 1 lst April, 1892, and the 3rd June, 1892. There discharge the surpty, Cheong Kai, first, by de- was no answer sent by the Bank to either of. plaintiffs had accepted the Saigon property. priving him of a remedy to which he was entitled, or, in other words, by making a that they were written by Mr. Darby, I think it as equivalent to cash, and that Cheoner Koon material alteration in the debtor's position without the assent of the surety and without any reservation of the rights of the creditor against him; secondly, by giving time to the debtor; and, thirdly, (a) by discharging the debtor and (b) by taking substituted security.

With regard to the point as to depriving the surety of a remedy to which he was entitled, it was said, in further explanation, that before the agreement the debtor could have sued Kan Sing Toi, but that the effect of the agreement was to preclude him from doing that after-

Let us take these points in their order. In de Colvar's Law of Guarantees, second edition, p. 351 junder the heading of "conduct of the ore. Financial Corporation v. Overend, Gurney & Co. ditor which discharges the surety," there occurs the following passage:- First, any material variation of the terms of the contract between the creditor and the principal debtor will al. positive agreement with the principal that the course of business, are to be deemed binding on ways discharge the surety; and, secondly, a variation of those terms which is not material subsequent period." The letter of the 3rd June, ground of fraud or evident mistake. Judgm ent will also discharge the surety if it clearly appears that he became surety on the faith of the original contract, or if he has made those terms part of his own contract. And if notice was given to the surety of the terms of the contract between the creditor and the principal debtor, and after such notice he executed the guarantee. he is held to have become surety on the faith of the original agreement." In the present case the surety had express notice of the terms of the contract made between the creditor and the principal debtor, as set out both in the letter of agreement and in the bond, and, therefore, if the creditor made any variation, whother material or not of the terms of that contract, the case various features of pvidence in the case, especi- falls within the rule thus loid down and the surety is discharged. But the question is. was there any such variation made by the contention is founded upon the statement of graditor? What were the terms of the contract on this point? They were that Cheong Koon Sing was "to be responsible for and pay on the days when the same should fall due all Chinese bank notes, bills, etc., which might received or purchased by him or his employes for the Bank. Putting out of view for moment the question of the release of principal debtor, which falls under another March; 1892. On the other hand it may be head of the defence, as stated above, it may be ready intimated an opinion that I am not presaked what variation of the contract was pared to accept Cheeng Koon Sing's evidence effected by the arrangement made at the interview of the 27th March, 1892 P. According to his own showing. Cheong Keon Sing was not Ken Sing Toll It was even; for his benefit, as to its effect being to deprive Cheong Koon. going (according to Mr. Darby) beyond the nu- Sing of a remedy to which he has entitled thorisation given by Kan Sing Toi, because the against Kan Sing Toi. I can find no the Bank was procluded by the arrangement Inchbald, and he relates a short conversation the same time I council help thinking that it from suing Kan Sing Toi a advance adwhich took place between them. Without would have been more prudent for the Bank to been realized, Cheong Koon Sing was no party. going into details, it is sufficient to say that this have allowed or directed Cheong Koon Sing to to and was not bound by that arrangement. securities deposited with the Bank as dover for

These four letters, then, are consistent with | been no defence for the latter to say that the | liability. The question to be determined which his liability was to be met in another | Sing Toi's account with the amount of the bills way. Even if the case were otherwise on this to which I am now referring, intended to take. point, it may be observed that the contract a further security in lieu of the original secuof guarantee contains no stipulation that the rity, that is to say, the liability of Cheong Koon In accordance with the request made in Bank is not to interfere with the remedies over Sing for the bills, or whether they merely inhis liability, as it would have been letter. I do not think, therefore, that the first for that claim. And it is clear that the taking

account. Mr. Darby says that Cheong Kai The rule of law as to the discharge of the acceptance of additional security, unaccomon more than one occasion asked the Bank not Surety by the giving of time by the creditor panied by a contract to give further time. hope that there might be some margin on Kan It is thus stated in the work to which I have surety." And in the case of Rouse v. The Sing Tol's securities." There was never any already referred, at p. 369 .- " If the creditor, Bradford Banking Company, Limited. such margin, and the liability of Cheong Koon | without the consent of the surety, enter into [D.T., N.S., 430, Lindley, L.J., made the count. On the 30th June, 1884, the entry surety will be discharged. This is the case, one of them and converted the others into his was, apparently in accordance with instructions even though no injury could accrue to the sole debtors by what is called novation is a received from the head office in London, written surety, for he himself is the fit judge of question of intention, and an intention to look to what is or is not for his own benefit. It them for payment, especially when requested to During the years 1892-94 payments of large is not, however, every agreement or promise do so by their co-debtor, is quite consistent with either in express words or implied from the proving against their estate, is quite consistent

notice in writing to the Bank to determine the Darby or Cheong Koon Sing, any express pro- failed and the plaintiffs are therefore entitled bond. The notice expired on the 22nd Septem. mise or understanding made or given at the in- to judgment. The question then is for what ber, 1894, and the Bank furnished the defen- terview of the 27th March, 1892, to give time to amount that judgment is to be entered. The dants with an account, made up as on that date. Cheeng Koon Sing. The case is not so clear as plaintiffs contend that they are entitled to have showing the particulars of their claim against to an implied agreement. Taking Mr. Darby's | judgment for \$100,000, being the full amount the estate of Choong Kai. The writ was issued evidence, I think it could reasonably be inferred secured to them by the bond; while the desome days before the expiration of the notice. from what was said and done at the interview fendants on their side submit that, if the but it was agreed between the parties at the that any margin that might exist on Kan Sing accounts are carefully examined it will be found hearing that the accounts should be treated as Toi's account was to be applicable in payment | that the plaintiffs are indebted to Cheeng Koo's if they had been made up on the date of the of the bills of the Kwong Fuk Bank; that the Sing and not Cheong Koon Sing to them. shares held by the Bank on that account would | Then there have been dealings between the Henk Cheong Koon Sing remained in the employ. have to be realized in order to find out whether and Cheong Koon Sing subsequent to the 2.2nd ment of the Bank as their compradore until the any such margin was available; and that, pend- September. 1894, especially with respect to liquidation of the old Bank on the 28th Septem- ing such realization, Cheong Koon Sing was the Saigon property, and it was admitted by ber, 1894, according to Mr. Darby, and until not to be called upon to make good the amount Mr. Francis that there should be a reference for the 4th October, 1893, according to himself. of those bills, or, in other words, was to have adjustment of the accounts between the parties He admitted that he had not during that time time given to him for that purpose. If we subsequent to that date. But the accornits are taxed Mr. Darby with bad faith in departing rely on Cheong Koon Sing's evidence, this somewhat complicated, and I think it will be from the agreement of the 27th March, 1892, inference is still more clear. But assuming more convenient that the parties should go bealthough he must have known by October, 1894. that time was given, the question arises whether fore the Registrar in order that he may settle what the claim of the plaintiit's and the defence | the implied agreement by which it was given | them and certify the amount for which judgwas of a binding character and made on a ment is to be entered and execution issued. But valuable consideration? I am unable to think in order to save time, it is desirable that I should that it had any such binding effect. As Mr. express, for the guidance of the Registrar my obligations in point of law of the parties as Francis argued, there was nothing in the opinion upon various items of claim which are growing out of these facts. It was well arrangement to prevent the Bank from repudi- in controversy between the parties and also upon said by Mr. Dramond in the course of his ating it the next day and enforcing its remedies some other points. very against all the parties to the bills. I can dissmall part of the case, and that the main diffi. | cover no trace of any consideration moving from | stood at the hearing that the plaintiffs abanculty was in deciding as to the effect of the Choong Koon Sing to the Bank to induce it doned any claim to compound interest. Thenevidence." The position of the parties in the to make the arrangement. It was a case of his as regards simple interest, it was held by the suit may be broadly stated as follows. The taking something from the Bank, by way of Court of Exchequer in Ackermann v. Ehren defendants do not deny the execution by their | relief of his own position, and giving it nothing | sperger, 16 M. & W., 99, that "a party who executor of the bond of suretyship, nor do they in return. For even if Cheong Koon Sing's guarantees the payment of a bill is liable for 'all release my guarantee of Kan Shing Toy's account as dispute that the losses on the dishonoured bills statement is accepted that, if the arrangement had that the principal would be liable for." includand note come within the scope of the bend and not been made, he would have taken possession ing the payment of interest on the bill, if or erthat they are therefore in the first instance of and realized the promissory notes which Kan due. I think, therefore, that Cheong Kroon I will presently consider what is the effect of liable to the Bank for those losses, but they Sing Tol had about him, I do not see that his Sing, and consequently the defendants, are liable contend, first, that the Bank has, by its con. forbearing to do this constitutes a valuable con- for the payment of interest on the bills as from duct in the matter, discharged them in con. sideration on his part for giving him time. the date of their maturity! This question of struction of law from that liability, and, secondly. There is no pretence that this forbearance was interest is regulated by sec 57 of the Bills of that, if they are not so discharged, on the true at Mr. Darby's request, and, further, there is Exchange Ordinance, 1885. It appears from this nothing to show that Cheong Koon Sing had enactment that the plaintiffs are not entitled any right to demand the delivery to him of the to claim, as they do, both interest and re-Bank is indebted to him, and therefore they in promissory notes or that Kan Sing Toi would have delivered them to him if he had so de- these claims they will proceed before the Remanded them.

> cover, but he hopes the Bank will not press seconded to this request, it appears to amount. not to a binding agreement to give him time. but to no more than a promise to refrain from unduly pressing him, and it is clear law that "mere passive inactivity, or omission to press the debtor, as distinguished from an agreement giving time, will not discharge the surety i' de Colyar on Guarantees, p. 372. L.R., 7 Ch. 150, "It is not simply neglecting to sue the principal which would have any leffect upon the surety, but there must be a creditor will postpone the suing of him to a account, engralts on it two subsidiary acresments to make good deficiencies on the account to the date of judgment. in respect of the bills. I think the express its due operation, and prevents the letter and its implied acceptance by the Bank from having the effect of granting time to the debtor se

as to discharge the surety. fendants is that the Bank discharged the surety | bers for directions by discharging the principal debter. This accepted to its full extent, it may be doubted Koon Sing are sufficiently definite to amount to a release of him from liability for the bills of the two banks in question. But it is unnecessary to determine this point because I have al-

that the Bank discharged the surety by taking substituted security. By this I understand the defendants to contend that the Bank agreed that instead of having recourse to Cheeng Koon Sing for the making good of the losses count after realisation of the shares and other

of security which is merely additional to, and

437, "It has never been held that the mere with not releasing the plaintiff.

To take the disputed items in order. I underexchange, and they must alcot on which of gistrar. It will be seen also from the terms of But besides the arrangement made on the the enactment that the expenses of noting and 27th March, 1892, it is necessary to consider protesting are in the same position on this point

It was contended by the defendants that the these letters, but, having regard to the fact promissory note for Tls. 10,000, and certain shares must be taken that the Bank assented to the Sing's indebtedness was reduced accordingly. proposals made in them. In the posteript to I think, however, that they did not succeed the first of these letters Cheong Koon Sing in this contention, and that the plaintiffs says "he will shortly hand the manager further | should only be debited, in respect of these items. with the amounts which they have realized him too much." But, taking it that the Bank, or, with reasonable diligence, ought to have realised. Any securities not yet realized the plaintiffs must either surrender to . Cheong Koon Sing, or as he may appoint, or take over absolutely at a valuation to be made by the

Registrar. All reasonable costs and expenses incurred by the plaintiffs in realizing or endeavouring to realise, or in keeping alive, securities delivery,d Or, as Lord Hatherley said in the Oriental to them by Cheong Koon Sing are to be allowed. The accounts are to be taken as on the 29 nd September, 1894. All entries relating to the subject-matter of the suit made prior to 1 hat date in the plaintiff's books, in the ordin ary the defendants, subject to exception on the 1892, while it embodies an agreement by Oheong is to be entered for the amount found to be due Koon Sing that his liability in respect of the to them on the basis of this account, but the Kwong Fuk and the Wing Tung Yau bills was | total amount is not to exceed \$100,000. Innot to be affected by the making of the debit terest at the rate of eight percent, per ann um entry with regard to them in Kan Sing Toi's is to be payable on the principal sum adjud ged from the date of the commencement of the suit

The taking of the accounts will extend to the reservation made in this letter of the Bank's dealings of the parties sy prequent to the rights against Cheong Koon Sing must have 22nd September, 1894. It this account regults in a reduction of the amount for which judgment is entered, interest will abate and execution be issued for a lesser sum secondingly.

If any difficulty arives in settling the accounts, The next contention on the part of the de- either party is to be at liberty to apply in Cham-

Reference wan not made at the hearing to that portion of the prayer of the plaintiffs' Cheong Koon Bing as to what was said by Mr. petition which asks for an order for the sale Darby at the conclusion of the interview of the of the premise a mortgaged by Cheong Kai to 27th March, 1892. Even if this evidence is the Bank and the application of the proceeds in payment of the judgment, and as I feel some whether Mr. Darby's assurances to Cheong difficulty on one or two points connected with the making of such an order, I will reserve liberty to the plaintiffs to move the Court for such ar a order, if they desire to do so.

The plaintiffs will have their costs of suit, inolading the costs of and incidental to the apyllication made by the defendants for the is sue of a concenission. This order is, of course, The last ground of defence put forward is | without prejudice to the order made by the Court with reference to the costs of the former trial

Throughout this judgment I have used the torms "the Bank "and" the plaintiffs" in reference to the original plaintiff bank, but it is to occasioned to them by the purchase of the be understood that the judgment and execution Kwong Fak and the Wing Tung Yan bills, enurs for the benefit of the Bank of China and they would have recourse to such margin as Japan, Limited who are now the real plaintiffs in the desc.

"HONGKONG TELEGRAPH"

OF THE 2618 DECEMBER, 1896.

SUPREME COURT.

IN ORIGINAL JURISDICTION.

21st December.

BEFORE HIS HONOUR DR. CARRINGTON (CHIEF JUSTICE.)

THE BANK OF CHINA, JAPAN, AND THE STRAITS, LIMITED, V. CHEONG YAU TO, CHEONG YAU KUNG, AND LAM SHI. The plaintiffs sought to recover \$100,000, a

dobt due on a bond. Mr. J. J. Francis, Q.C., and Mr. H. Pollock (instructed by Messrs. Johnson, Stokes, and Master) appeared for the plaintiffs, and Mr. W. V. Drummond, Mr. E. Robinson, and the Hon. He Kai (instructed by Mr. Dennys) appeared for the defendants.

The hearing of the case commenced on the 9th October last and lasted six days. His Lordship delivered the following written indoment:---

The writ of summens in this suit was issued on the 10th Sept., 1894. It stated that the defendants were sned as executors and executrix of Cheong Kai, deceased, and it was specially endorsed, under section 13 of the Code of Civil Procedure, with a claim for \$100,000, being the amount due under the joint and several bond of one Cheong Koon Sing and the said Cheong Kai, deceased, to the plaintiff Bank, dated the 25th August, 1891, and conditioned for payment of the sum of \$100,000 on default being made by the sald Cheong Koon Sing to perform and observe the duties, obligations, matters, and things contained in the said bond. There was also a claim to have the estate of Cheong Kai administered, but this was not followed up in the petition of the plaintiffs. Nor do the plaintiffs appear to have taken any further steps by way of having their claim dealt with nuder the above-mentioned provisions of law relating to specially endorsed writs

The petition was filed on the 20th October, 1894. It set forth that the plaintiff bank was a limited company carrying on the business of a bank in Victoria and at other places in the East: that, at the request of Cheong Kai the plaintiff Bank, on the 25th August, 1891. engaged his brother Cheong Koon Sing as compradore of the Bank; and that, in considerstion thereof. Cheong Kai agreed to become surety to the plaintiff bank to the extent of \$100,000 for the due performance by Cheong Koon Sing of his duties and obligations as such compradore; that upon the same date Cheong Koon Sing wrote a letter of agreement to the plaintiff bank in which he specified the terms upon which he had been engaged and his duties and obligations as compradore; and that Cheong Kai signed at the foot of this letter a declaration whereby he approved of the letter and declared himself liable as surety for the performance by Cheong Koon Sing and his omployes of his and their obligations under the letter and under a bond annexed thereto: +hat this bond was executed on the same date an it Cheong Koon Sing and Cheong Kai jointly and severally bound themselves, their executors and administrators, to the plaintiff bank, and that one of the conditions of the bond was that "if the said Cheong Koon Sing or his employés in the Bank should be and remain responsible for and pay on the days when the same should fall due all Chinese bank notes. bills, drafts, promissory notes, and orders and other securities which might thereafter be received or purchased by the suid Cheong Koon Sing or by any of the said employes or by plaintiff bank with the knowledge and consent of the said Cheong Keen Sing, or with such knowledge and consent through any of the said employes, then the said bond should. void and of no effect, but otherwise should be and romain in full force and virtue; "and that upon the same date Cheong Kai deposited with the plaintiff bank as a collateral security the title deeds of certain leasehold property situate in Victoria, and by indenture charged all his interest in that properly with the payment of all sums of money, not exceeding \$100,000. which should become payable by Cheong Koon Sing to the plaintiff bank under the letter of agreement or bond, and also with the pay ment of all lesses, damages, and expenses which should be incurred or sustained by the plaintiff bank under the letter of agreement or bond. such sums of money, losses, damages, and expenses not exceeding in the whole the sum of The petition then proceeded the months of February allego that in 1892, the plaintiff bank purchased through Cheong Koon Sing, as compradore, from Chinese banks in Hongkong, eleven bills or drafts drawn on Shanghai: that these bills or drafts were dishonoured, involving a less to the plaintiff bank of 8298,105.29 for principal and interest loss on exchange and reexchange, and expenses of noting and protosting and otherwise; that on the 8th March 1892, the plaintiff bank lent, through Cheong Koon Sing, to a Chinese bank on its promissory note the sum of \$10,000, but the note on being presented was not paid; that Cheong Koon Sing had repaid to or recovered for the plaintiff bank the sum of \$148,684.87 on account of these losses. leaving a balance of \$161.544.38 still owing by him to the plaintiff bank, which he had refused to pay; and that the defendants, on application made to them for that purpose, had also refused to pay this balance. The petition concluded with the prayer that the defendants might be declared indebted to the plaintiff bank in the sum of \$100,000 and be ordered to pay it out of the estate of Cheong Kal, with interest thereon at 8 per cent. per annum from the 10th September, 1894, and that the property mortgaged by ment of the amount due to the Bank.

Nov., 1894, the defendants admitted the writing of the letter of agreement and the execution of the bond by Cheong Koon Sing and Cheong Kai. They also admitted the purchase and dishonour of the bills and the non-payment of the promissory note given to the plaintiff bank for the loan of \$10,000, but they denied that Cheoner Koon Sing was responsible for interest or was liable to pay more than the actual loss sustained. by the plaintiff bank on the bills. They stated that on the 31st May, 1892, by an agreement made between the plaintiff bank and Kan Sing Toi. a customer of the Bank, the account of Kan Sing Toi with the Bank was debited with a sum of 897,222.28, being the amount due in respect of the dishonoured bills; that Cheong Koon Sing had no responsibility in respect of this account, which was commenced before he became compradore to the plaintiff bank; that the securities held by the plaintiff bank on this account were more than sufficient to cover the sum of 897,222.23 ; and that " the plaintiff Bank: released Cheong Rei from all liability in re-

ment made with Kan Sing Toi by the plaintiff | tioned in the petition. bank, at the request of Cheong Koon Sing and No-question arose between the Bank and without the consent or knowledge of Cheong Cheong Koon Sing for some months after he Kai, was an agreement in effect giving time to | had entered on the performance of his duties, answer then proceeded to specify several sums of | charged his duties to the satisfaction have been credited by the plantiff bank to Cheong | March, 1892, the Bank purchased from between them, the plaintiff bank was indebted

897,222.23, being the amount of the bills purchased by the plaintiff bank from those banks that, at the request of Cheong Koon Sing and with the consent of Kan Sing Toi, the plaintiff bank debited the account of Kan Sing Toi with that amount in order that if at any time, by the realization of the shares and securities held by the plaintiff bank in respect of that account. there was left any margin to the credit of Kan Sing Toi over and above his debt to the plaintiff bank on that account, it might be applied in reduction of his liability on the bills and of the liability of Cheong Koon Sing; and that Cheong Koon Sing agreed that his liability to the plaintiff bank in respect of the bills should not be released or in any way diminished by reason of Kan Sing Toi being so debited. The replication then dealt with the allegations of the answer that certain 'sums should have been' credited to Cheong Koon Sing, and it concluded with the statements that, upon the true state of the accounts, Cheong Koon Sing was still indebted to the plaintiff bank in the sum of \$161,544.38; that any securities which the plaintiff bank held in respect of that debt would, upon payment of it, be transferred to Cheeng Koon Sing or as he should appoint and that the defendants, as executors of Cheong Kai, were indebted to the plaintiff bank in the sum of \$100,000, part of the said sum \$161,544.38, and for interest. It is to be observed that the answer of the defendants was amonded by stating in various ways the effect of the arrangement made between the plaintiff bank and Kan Sing Toi after the filing of the replication, and therefore the replication does not deal with those amendments.

This is the substance of the pleadings between the parties. There was no settlement of issues. but I think it will be apparent from a perusal of the pleadings that the principal question in controversy between the parties was as to the effect of the agreement made between the plaintiff bank and Kan Sing Tol upon the liability of Cheeng Koon Sing and therefore upon the position of Cheong Kai as his surety Accordingly at the hearing the contest, both as regards evidence and argument, was mainly centred round this point.

On these pleadings the cause was heard be fore Sir Fielding Clarke, the late Chief Justice, on the second and third days of September, 1895. It then appeared from the evidence of Mr. Darby, the accountant, and Mr. Inchbald, the manager, of the Bank, that since the institution of the suit the Bank had been wound up and its assets, rights, and liabilities (including all its rights in respect of the matters in controversy in this suit) assigned to a new company called "The Bank of China and Japan. Limited." It was accordingly ordered that. on the application of the plaintiffs, the further hearing should be adjourned sine die, and that the plaintiffs should have leave to amend their petition by stating therein the assignment of rights to the new Bank. This was accordingly done, and the defendants amended their fact of the assignment was sufficiently proved obtained leave of the Court to use at the nearnote the plaintiff bank.

The cause came on for hearing before me on and the case was conducted with much ability be counsel on both sides.

The evidence consisted on the part of the plaintiffs of the affidavit of Mr. Campbell already mentioned and of the de bene esse examination of Mr. Darby, the accountant of the Bank, taken before the Registrar. On the part of the defendants, Cheong Koon Sing was examined and cross-examined at considerable length. A number of documents were produced in evidence by Mr. Darby and Cheong Koon Sing respectively. The evidence on the one side and on the other is conflicting in many respects and especially with regard to the nature and incidents of the arrangement made between the Bank and Kan Sing Tol. propose to state the substance of the evidence and to set forth the reasons which have weighed with me in accepting the version of facts which I have adopted.

loan agency under the name of "The Trust be no doubt that Cheeng Koon Bing was very I take them. Then he explained the said and done at the interview of the 27th

I account of Kan Sing Toi with that amount, and I the Straits, Limited." In 1891 the comthus showing the intention to make Kan Sing | pany was converted into a bank under the Toi responsible for and to obtain payment name of the Bank of China, Japan, and the of the deficiency on the bills from him in- Straits, Limited. Mr. Darby joined the Bank stead of Cheong Koon Sing or Cheong Kai." By as accountant about the time of its establishan amendment of their answer made, pursuant ment, and Mr. Inchbald became manager apto an order of the Court, on the 10th August, parently in the early part of 1893. Until 1895, the defendants enlarged their defence | August, 1891, the Bank had no compradore, but on this point by stating that "by an agree- on the first day of that month they engaged the ment made subsequent to the 25th August, 1891, services of Cheong Koon Sing as compradors, and with Kan Sing Toi by the plaintiff bank, at | his elder brother, Oheoug Kaf, became surety for the request of Cheong Koon Sing and without him. Cheong Kai had been the compredere of the the consent or knowledge of Cheong Kai, to Hongkong Club, and was apparently possessed debit the account of Kan Sing Toi with the sum of considerable property. On the 25th August, of \$97,222.23, the plaintiff bank took a substi- 1891, Cheong Koon Sing and Cheong Kai tuted security, and thus discharged Cheong Kai signed the letter of agreement and executed the from all liability;" that "the agreement made | bond mentioned in the petition. The bond with Kan Sing Toi by the plaintiff bank, at the contained a clause reserving the right to Cheeng request of Cheong Koon Sing and without Koon Sing and Cheong Kai, or either of them, the consent or knowledge of Cheong Kai, was an | to determine it on giving to the obligees six arrangement which materially affected the posi- months' notice in writing of their intention to tion of Cheeng Kai, and discharged Cheeng do so. On the same day Cheeng Kai executed Kai from all liability;" and that "the agree. the indenture of charge and mortgage man-

Cheeng Koon Sing by an implied agreement and | and indeed it may here be said that Mr. Darby money which the defendants submitted should | the Bank. In the months of Febtuary and Koon Sing-but which I need not at present | Chinese banks in this colony; through and on specially mention-and it concluded by stating | the recommendation of Cheong Koon Sing. that, according to the true state of the accounts | cleven bills or drafts on Chinese banks and firms at Shanghai. One of these bills was to Cheong Koon Sing, and that the defend- subsequently paid in Hongkong and it is thereants were not indebted to the plaintiff bank fore unnecessary to take further account under the bond or indenture of charge dated of it. The remaining ten bills were drawn by. he does not give any details of the conversation, the 25th August, 1891. the banks on the dates and for the amounts On the 18th July, 1895, the plaintiffs, having ob- mentioned below. They were in the English tained leave of the Court for that purpose, filed a language. The first of the bills was drawn in replication to the defendants' answer. The repli- favour of the Bank, but the remaining nine cation stated that Kan Sing Toi was a partner in | were drawn in favour of Cheong Koon Sing and manager of the Wing Tung Yan Bank and | and endorsed by him to the Bank. This was done a partner in the Kweng Fuk bank; that he by direction of Mr. Inchbald, in order to prevent was thus personally liable to the plaintiff Bank | any question arising as to whether the bills had and to Cheong Koon Sing for the sum of or had not passed through the hands of Cheong

Your emg.		Tacls.	Tack.
Teau Shing	28th Feb., 1892	20,000	.20,000
Wing Tung Yan Do.	27th Feb., 1892 7th March, 1892	20,000 }	40,000
	27th Feb., 1892 7th March, 1892	10,000 }	- 20,000
Kung Tai Do.	1st March, 1892 8rd March, 1892	20,000 }	60,000
Do. Kwong Fuk Do.	24th March, 1892 12th March, 1892 14th March, 1892	20,000 }	30,000
,			170,000

Beside these bills the Bank also, through and on the recommendation of Cheong Koon Sing. on the 8th March, 1892, advanced a sum of \$10,000 to the Kwan Yn Bank, taking promissory note for that amount. The total amount disbursed by the Bankl for these bills and note was \$244,067.28.

At the time of these transactions there was in the colony a man named Lo Hok Pang, who was the compradors of the Hongkong and Shanghai Banking Corporation. He was prominent and influential member of the Chi nese community, and was reputed to be possessed of great wealth. He was a partner in all the five banks mentioned above, except pared two documents for Kan Sing Toi's Sing as a witness. He appeared to me to be an the Tsau Shing. There was also at the same time another Chinaman named Kan Sing Toi. who was regarded by the Chinese as a man of considerable financial status. He was a partner in two of the above-mentioned banks. namely, the Wing Tung Yau and the Kwong sion of your Bank on this date, drawn by the Kwong Fuk, and was also the manager of the former bank. His name appeared on the two bills of the Wing Tung Yau Bank as one of the He had a private advance parties to them. account with the Bank, and was in the habit of depositing certificates of shares in companies and other securities to cover the advances made to him on that account. This account was in existence before Cheeng Koon Sing ! This letter Kan Sing Tol declined to sign became compredere to the Bank, and it is ad. | and Mr. Darby says that the reason which he mitted that he had no connexion with responsibility for it. It was the custom of the Wing Tung Yan Bank, which at that moment Bank to make a valuation of the securities held by them on this account at the close of each I upon wrote another letter of the same nurpor month, and to send a copy of it to the head office in London. On the 29th February, 1892, Tuny Yan Bank does not appear in it. Kan Sing Toi's indebtedness to the Bank on | letter also Kan Sing Toi declined to sign. for this account was \$597,344.22 and the securities were valued at \$667,646.00. There was, therefore, on that date a surplus or margin in his Kan Sing Toi then wrote and gave to Mr favour of \$68,801.78,

Apparently without my warning, in March 1892, a crisis of a grave character arose among the Chinese banks and firms in Hongkong and Shanghai. The crisis seems to have been immediately brought about by the disappearance from the colony of Lo Hoh Pang. This even took place on the 26th March, 1892. Cheons Koon Sing heard of it on the morning of th following day, the 27th March, 1892, and he seems to have at once suspected, and with good reason, that the banks which had drawn the bills and made the promissory note would answer by adding a paragraph in denial of the I suspend payment and that he and his surety alleged satignment and of the right of the Bank i might thereby become involved to a very large of China and Japan, Limited, to carry on and extent. He accordingly spent the morning in continue the suit in the name of the plaintiff making visits to the banks concerned—which, bank. It may at once, however, be said that | although the day was Sunday, were, in accordthis denial was not followed up, and that the same with Chinese custom, open for businesswith a view of ascertaining from their managing by an affidavit of Mr. Campbell, the liquidator partners what were their chances of tiding over of the plaintiff bank, which the plaintiffs had the crisis and especially how they proposed to meet their liabilities to himself and the Bank. ing. For the sake of convenience the expression I According to his account, he received from 'the Bank" will hence forward be used to de. the Teau Shing, Kwan Yu, and Kung Tai Banks assurances that their position was not | endangered or at any rate not made des-Cheong Kai to the plaintiff bank might be the 9th October last, when it was agreed by perate, and, what was more to the point, ordered to be sold and the proceeds applied in pay- the parties that it would be more convenient contributions of Chinese promissory notes that it should be entirely re-heard, and this was and other securities to enable him to the ground By their answor, which was filed on the 18th secondingly done. The hearing lasted six days. | meet in part their engagements, on which he was | English; that Mr. Darby wrote a second also liable. He obtained from the Taxu Bhing Bank a promissory note for Tis. 10,000 made | Bing Tolk signature, but he refused to sign that in their favour by Tsang Taotal at Swatow and also, alleging the same reason for his refusal \$5,000 or \$5,500 in cash; from the Kwan Yu and | and that Kan Sing Tof then wrote and delivered Kung Tai Banks an assignment of a property | to Mr. Darby the Chinese document, of which s in Saigon; and from the Kung Tal Bank 500 | translation has been set out above. He states shares in the plaintiff bank. He was not suc- that, on Mr. Darby's asking him to translate cessful in his application to the Wing Tung the document, he exclaimed to Mr. Darby that Yan and Kwong Fuk Banks-in the case of the only the name of the Kwong Fuk appeared in it former because he was not able to find the and the name of the Wing Tung Yan was absent, managing partner. Kan Sing Tol, at the offices | whereupon Kan Sing Tol explained that he was of the bank. He was asked in cross-examination the manager and sole owner of the Wing Tung tion why, when he did not find Kan Sing Toi Yen; that he had put his name on the two bills. at the Wing Tung Yan Bank, he did not go to of that benk; and that it was therefore unseek him at his house, and he said in answer necessary for him to put the name of that bank that he did not know where he lived and that it in the document. He adds that he saked Kan would have been improper, scoording to Chinese | Sing Toi to "pay" (meaning apperently to ideas of etiquette, for him to make inquiries on | "hand over") some Chinese promiserry notes the subject. It is to be remembered that the which he had with him that Kan Sing Toi bills of the two banks in which Kan Sing Toi pulled out twenty or thirty such notes, for sums was interested represented a sum of Tls: 70,000 amounting to about \$100,000; and tendered them

had occurred, and the two of them went to the he says he went away, leaving Mr. Darby and offices of the Bank, arriving there between 2.80 | Kan Sing Toi together, His evidence proceeds and 3 p.m. No doubt he went to Mr. Darby as follows .- "After the interview I took no instead of Mr. Inchbald because the later steps to get securities from the Kwong Fuk or gentleman had only recently assumed the Wing Tung Yan Banks; I thought the management of the Bank, while the former | matter was settled. Mr. Darby, Kan Sing Tol. had been empleyed as its accountant for some and I had agreed that Kan Sing Tol's share time. Mr. Darby states that he had "a long traccount should have entered in it the liabilities interview" on the day in question with Cheene of of the Kwong Fuk and the Wing Tung Yan Koon Sing. But it does not appear that any. on the four bills. I took no further steps thing material was said or done until Kan Sing kafter this with regard to the four bills of these Toi arrived at the Bank. He was fetched two banks. After this interview I took further thither by Cheong Koon Sing at the instance: as Cheong Koon Sing says, of Mr. Darby. It money and securities from them. is unfortunate that the only witnesses who have eriven evidence as to the conversation which then took, place are Mr. Darby and Cheorig Koon Sing. They are both interested with nesses, but no doubt Cheong Koon Sing has a meet his liabilities in respect of the Wing Tung much more direct and real interest in inducing the Court to secept his version of the transace writing, and he mentioned both the Kwong tion than Mr. Darby can have on his side. In Fuk and Wing Tung Yan, the liability in any case their statements as to what took place respect of both being, Tis. 70,000.". With rewith regard to this matter of vital importance gard to the two letters written by Mr. Darby are in conflict with one another, and I have to liter Kan Sing Toi to sign, he says that the determine for myself which of them I will only regson which Kan Sing Tol gave for not believe. In forming an opinion on this point alguing the first letter was that it was in Engit is necessary to have regard to the relative lish and he could not understand it, and he is truthfulness of the two men as I conceive of it. to the inherent probabilities of the matter, and to the subsequent conduct of the parties concerned! I a second letter in-English. Let us consider first Mr. Darby's version

of the conversation and what was done in

the course of it. In his examination in chief but merely speaks of the documents which were written at the interview and to which I will presently refer. In cross-examination he makes the following statement: - "During the interview with Kan Sing Toi and the compradore and myself, I do not remember the compradore taking me saids. - L cannot swear positively, was asked nothing in cross-examination as to either way. It is five years ago nearly. I do his having, at the time and on account of not remember the compradors having asked me. accepting this additional security, released to get Kan Sing Toirto pledge his margin on Cheong Koon Sing from liability in respect of his share accounts against any possible loss on the bills of the two banks in question or the Wing Tung Yan and the Kwong Fuk bills, either of them. I don't remember whether the compredore inquired of me during that interview whether version is to the effect that Mr. Darby Kan Sing Tol had a good margin on hig expressly released him from further liability in loan account. I know something was said respect of these bills, and agreed to accept the about the margin on Kan Sing Toi's account during that interview. I think I brought up in lieu of that liability. the matter-I cannot swear." Evidence of this kind is not very satisfactory from the point of that given by Mr. Darby as against that given view of clearness and definiteness, but at any t,by Cheong Koon Sing, and I propose to state rate it shows that Mr. Darby would not force briefly the reasons which have weighed with me his memory to testify in favour of the Bank's in arriving at this conclusion. In the first position in this case. In re-examination he place, I have formed the opinion that Mr. affirms that he never gave Cheong Koon Sing | Darby is a more truthful and candid witness to understand, either directly or indirectly, that the debiting of Kan Sing Tod's account with did not have an opportunity of seeing Mr. the value of the four bills of the Kwong Fuk Darby under examination, but the Registrar. and Wing Tung Yan Banks would diminish | before whom he was examined do bene ease, inhis liability in any way. There is no further forms me that, although his memory seemed to evidence obtained by either party from Mr. I be pretty often at fault, yet he gave his evidence Darby with regard to the terms of the con- in an apparently truthful manner. His evidence versation otherwise than as relating to the reads as that of a man not in any way desiring documents already mentioned. With regard to I to strain the truth. But I cannot say that these documents Mr. Darby says that "he pre- I was favourably impressed with Cheong Koon signature." The first document was in the exceedingly astute and intelligent man who following terms :--

Hongkong, 25th March, 1992. The Manager, the Bank of China, Japan, and the Straits, accord with the case put forward for the de-

Limited, Hongkong. Dear Sir, -With regard to all acceptances in the posses interpreter, and I am inclined to think that he Fuk Bank or Wing Tung Yan Bank of Hongkong on Yuen Loong, Shanghai, I hereby guarantee that same ally speaking, to know what the question was beshall be paid at maturity and I hereby authorize you to retain any margin there is, or may be, on my account. with your bank, to liquidate any debt which may be owing to you through the default of shove banks or firms to protect such acceptances. It may be noted that this letter is wrong!

dated the 26th instead of the 27th March. gave for this refusal was that "it included th had not closed its doors." Mr. Darby there with the exception that the name of the Win the reason, as stated by Mr. Darby, that it was I in English and he could not understand English. Darby a Chinese document, of which the follow-

ing is a translation:— If Kwong Fook Bank are indebted to Wa Tung & Co. (Bank of China, Japan and The Straits) for any money on account of drafts: I am willing to allow the margin money of all my shares I have pledged in the Wai Tung Bank to be deducted (set off). There shall be no discussion to the contrary and nothing further. Kwong Sui, 18th year, 2nd moon, 29th day (27th March, 1892).

(Bd.) KWAN SING TOL Cheoner Koon Sing's account of the conver ration at the interview is faller and more precise It is in substance to the effect that Kan Sing Tol was angry at his pressing him as to how he proposed to meet the bills, amounting to Tis. 70,000, of the two Banks, that he (Kan Sing Toi) then said to Mr. Darby that he had got too much shares inside the Bank" and "got a margin too," and that he (Mr. Darby) gould "put his account." and that Mr. Darb nodded his head. He says he then took Mi Darby saids and saked him whather Kan Sing Tol had shares in the Bank and had a margin also, and Mr. Darby said "You he had plenty. He proceeds to say that Mr. Darby then wrote a paper in English and offered it to Kan Bing Tol to sign, but he refused to sign it on that he did not understand The Bank had formerly been a trust and or \$97,222.28 in local ourrency, and there can be but the latter declined to spect of the sum of \$67,222.28 by debiting the and Loan Company of China, Japan, and analous to some understanding or contents of the Chinase document in playin, March, 1992, is being out by the subscinent

settlement with Kan Sing Tol. in order to pro- | English to Mr. Darby, and Mr. Darby then called him saids and said to him, "Kan Sing About 2 p.m. on that Sunday he went to the Toi pidgin finish, alright, don't you sorry. residence of Mr. Darby and told him of what You go other bank; you do your best." Then isteps about the other three banks and recovered

This evidence was given in his examinationin-chief. In his cross-examination he said that Kan Sing Tol "agreed that his shares in the hands of the plaintiff bank should be used to "Yan, but he said there was no need to put it in unable to explain why Mr. Darby should, under those circumstances, have written and tendered

These are the two versions before the Court of this important conversation. .: They are clearly not consistent with one another. cording to Mr. Darby, the effect of that conversation was that Kan Sing Tol agreed to give the Bank, for the sake of convenience and by way of additional security, a ready recourse to any margin or balance on his private account to cover any losses occasioned to the Bank by the dishonouring of the Kwong Fuk bills.

On the other hand—Cheong Koon Sing's right of appropriation given by Kan Sing Tol

Of these two discordant versions I believe than Cheong Koon Sing. It is true that I carefully weighed his answers to the questions put to him and was anxious that they should fence. His evidence was given through an knew English sufficiently well to be able, generfore it was interpreted to him. I have already adverted to the subject of the relative interest of the two witnesses in the result of the suit. Then, to come to the subject matter of the agreement as alleged by Cheong Koon Sing, it may be asked why should Mr. Darby have made such an agreement P. It is not disputed that Kan Sing Toi was expressly liable on the Wing Tung Yan bills as a party to them and ultimately liable on the Kwong Fuk bills as a partner in that bank. Why then should Mr. Darby, merely for the sake of the Bank being granted an easy way of bringing home this liability; surrender its right to call on Cheong Koon Sing to make good the losses in respect of those two banks? In answering this question we must remember that the margin made available under the alleged agreement was, at the last valuation of the securities, nearly \$80,000 short of the required amount, and also that Mr. Darby must have known that the value of the shares held for the account would probably fall in consequence of the financial orisis. Again, it is easy to understand that Mr. Darby should conclude such an arrangement as that described by hinself without reference to Mr. Inchbald, but it is far from being easy to understand how he could make such an arrangement as that alleged by Cheong Koon Sing without such a reference, It may also be pointed out that, as regards the documents written at the interview the internal evidence supplied by the documents themselves is more consistent with the story told by Mr. Darby than with that told by Cheong Koon Sing. Why, for instance, should Kan Sing Toi have given, at one and the same time, an express permission in writing in the case of the Kwong Fuk bills and only a varbal permission in the case of the Wing Tung Yan bills? have already referred to the absence of crossexamination of Mr. Darby with respect to the alleged agreement. It is true that Mr. Darby was saked whether Cheong Koon Sing took him saide at the interview, but I do not understand why this question was not followed by the more material question whether he spoke to Obscore Koon Sing the words which are let up as an express release of the latter's liability. It was further observed by Mr. Francis that the defendant's answer did not set forth any express ralease or indeed any specific agreement at all between Mr. Durby and Cheong Koon Sing. and it is difficult to conceive how or why Cheong Koon Sing should not have furnished them with information on this point-at any rate in time for the framing of the smended paragraphs of the answer, which were not filed until the 10th August, 1895. It may deserve mention in this connexion that in one of these smended parsaraphs as it originally stood the defendants alleged that "the plaintiff bank took an additional security from Cheong Koon Sing and thus discharged Cheong Kai from all liability." and that at the hearing, at Mr. Drummond's request, the words "a substituted security" were inserted in lieu of the words "an additional security from Cheong Koon Sing." As a last reason which has influenced my mind in deciding this question of the relative truthfulness of these witnesses, I may say that the evidence of Mr. Darby sa to what was